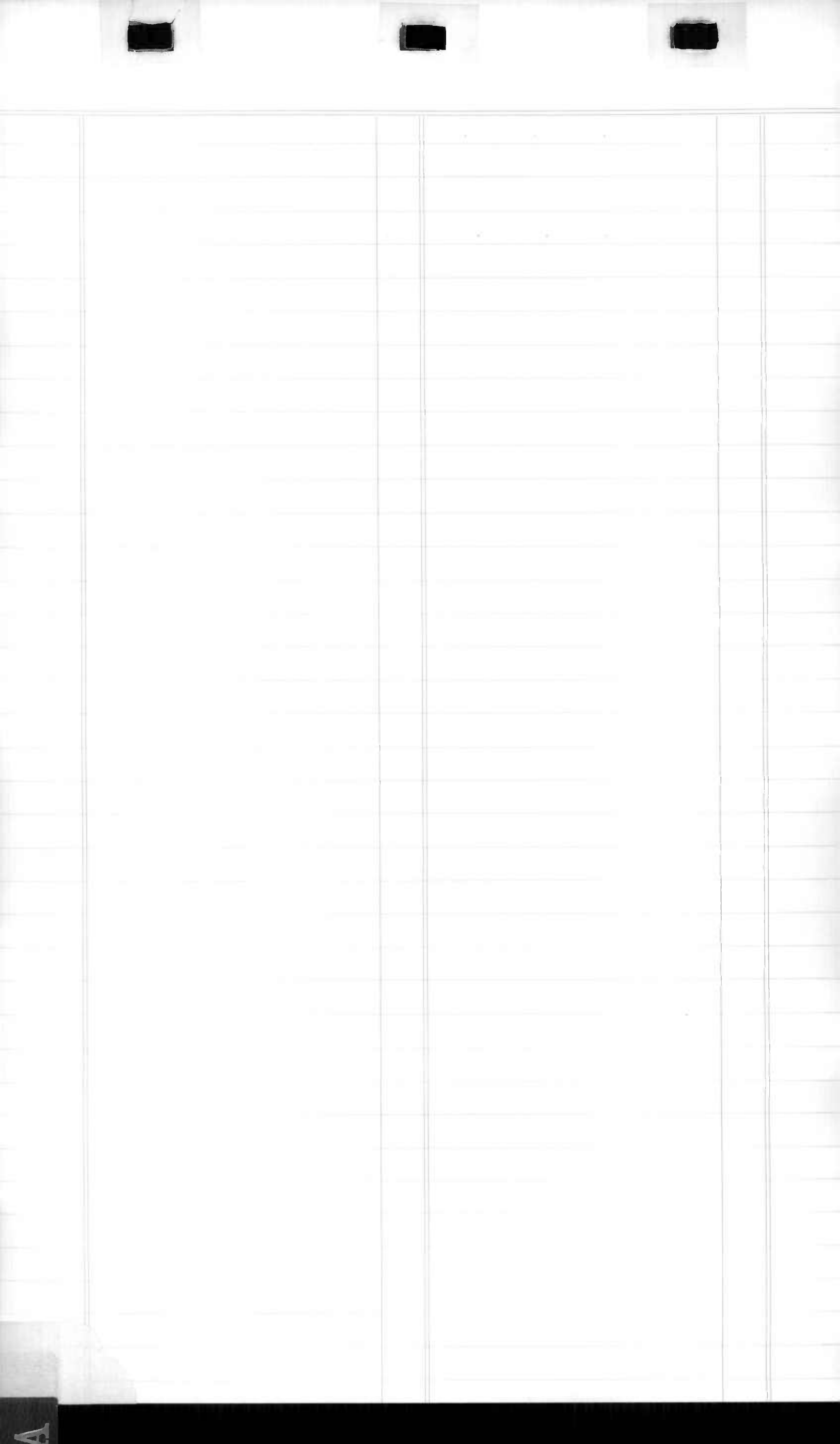
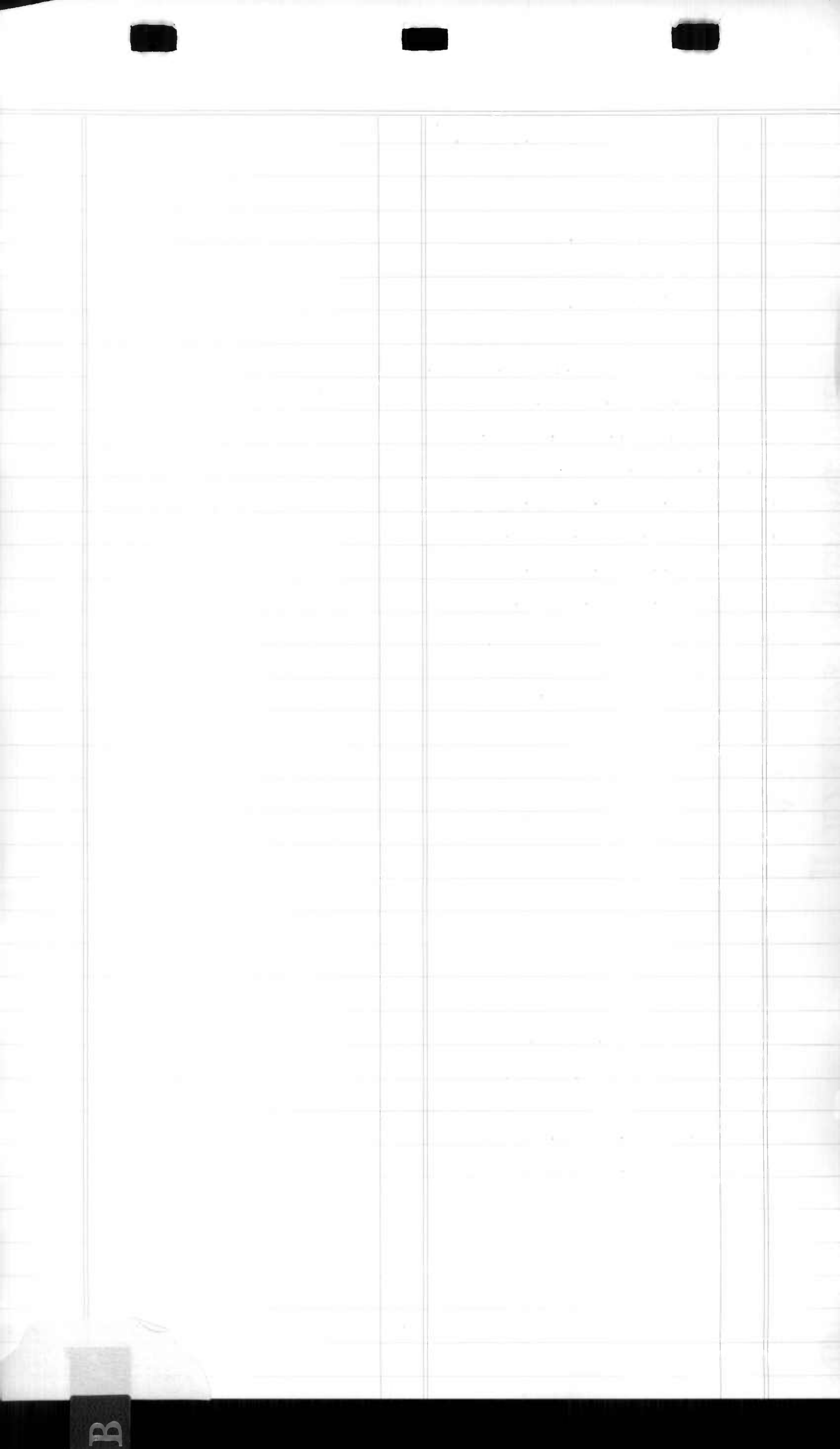


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|--|--|---|-----|
| Bishop Management Company, Inc., Genl./    | Prtnr.<br>Cert Lmtd Prtnrship                            | 6 | 21  |
| Bel Air South Associates Limited Prtnrship | Cert Lmtd Prtnrship                                      | 6 | 95  |
| Belle Farm Partnership                     | Prtnrship Agmt   | 6 | 109 |
| Burkins, Ruth Heaps, Prtnr.                | Prtnrship Agmt   | 6 | 109 |
| Belle Farm Partnership                     | Addendum Prtnrship Agmt                                  | 6 | 114 |
| Burkins, Ruth Heaps, Prtnr.                | Addendum Prtnrship Agmt                                  | 6 | 114 |
| Bright Oaks Courtyard Limited Partnership  | Cert Lmtd Prtnrship                                      | 6 | 120 |
| Bright Oaks Courtyard, Inc., Genl. Prtnr.  | Cert Lmtd Prtnrship                                      | 6 | 120 |
| Blevins, John F., Lmtd. Prtnr.             | Prtnrship Agmt   | 6 | 124 |
| BSB Acquisitions, Inc., Genl. Prtnr.       | Amend & Sub Lmtd Prtnrship                               | 6 | 136 |
| Benfield, Inc., Lmtd. Prtnr.               | Cert Lmtd Prtnrship                                      | 6 | 200 |
| Birch, Charles D., Genl. Prtnr.            | Amend Lmtd Prtnrship                                     | 6 | 256 |
| Birch, Catherine A., Genl. Prtnr.          | Amend Lmtd Prtnrship                                     | 6 | 256 |
| Birch, Michael S., Genl. Prtnr.            | Amend Lmtd Prtnrship                                     | 6 | 256 |
| Birch, Marjorie J., Genl. Prtnr.           | Amend Lmtd Prtnrship                                     | 6 | 256 |
| Bel Air Land Development VIII Lmtd./       | Prtnrship<br>Amend Lmtd Prtnrship                        | 6 | 304 |
| Bel Air Land Development VIII Lmtd./       | Prtnrship<br>Resignation of Resident Agent               | 6 | 310 |
| Beavers, Norma Louise, Lmtd. Prtnr.        | Cert Lmtd Prtnrship                                      | 6 | 317 |
| Beavers, Terry L., Lmtd. Prtnr.            | Cert Lmtd Prtnrship                                      | 6 | 317 |
| Blue Star Limited Partnership              | Cert Lmtd Prtnrship                                      | 6 | 328 |
| Beavers, Terry L., Lmtd. Prtnr.            | Cert Lmtd Prtnrship                                      | 6 | 328 |
| BSL., Inc., Genl. Prtnr,                   | Cert Lmtd Prtnrship                                      | 6 | 328 |
| Bel Center Limited Partnership             | Cert Amend Prtnrship                                     | 6 | 332 |
| Bunnell, Wm. A., Genl Prtnr.               | 5th Amend Genl Prtnrship                                 | 6 | 340 |
| Bunnell, Maxine, Genl Prtnr.               | 5th Amend Genl Prtnrship                                 | 6 | 340 |
| Blue Star Limited Partnership              | 1st Amend Cert Lmtd Prtnrship                            | 6 | 343 |
| BSL Inc., Genl. Prtnr.                     | 1st Amend Cert Lmtd Prtnrship                            | 6 | 343 |
| Beavers, Terri L., Lmtd. Prtnr.            | 1st Amend Cert Lmtd Prtnrship                            | 6 | 343 |
| Beavers, Richard F., Lmtd. Prtnr.          | 1st Amend Cert Lmtd Prtnrship                            | 6 | 343 |
| Bel Air Development VIII Lmtd. Partnership | Change of Resident Agent and<br>Resident Agent's Address | 6 | 380 |
| Bunnell, Wm. A., Genl. Prtnr.              | Amend Prtnrship  | 6 | 400 |
| Bunnell, Maxine, Genl. Prtnr.              | Amend Prtnrship  | 6 | 400 |
| Brendle, William K., Prtnr.                | Partnership Agmt   | 6 | 405 |





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|---|---------------------------|---|-----|
| C.W. Limited Partnership                | Cert Lmtd Prtnrship       | 6 | 1   |
| Collins, Emmett C., Lmtd. Prtnr.        | Cert Lmtd Prtnrship       | 6 | 1   |
| Crosley, Jane Heaps, Prtnr.             | Prtnrship Agmt            | 6 | 109 |
| Crosley, Jane Heaps, Prtnr.             | Addendum Prtnrship Agmt   | 6 | 114 |
| Capital-Klein Limited Partnership       | Cert Lmtd Prtnrship       | 6 | 145 |
| Chapel Gate Limited Partnership         | Cert Lmtd Prtnrship       | 6 | 149 |
| Clayton Limited Partnership             | Amend Lmtd Prtnrship      | 6 | 192 |
| Church Hill, Inc., Lmtd. Prtnr.         | Cert Lmtd Prtnrship       | 6 | 200 |
| Castlebar Limited Partnership           | Cert Lmtd Prtnrship       | 6 | 236 |
| Creswell Associates Limited Partnership | Cert Lmtd Prtnrship       | 6 | 243 |
| Century 22, Inc., Genl. Prtnr.          | Cert Lmtd Prtnrship       | 6 | 262 |
| Creswell Associates Limited Partnership | Amend Lmtd Prtnrship      | 6 | 278 |
| Churchill Ltd, Lmtd. Prtnr.             | Amend Lmtd Prtnrship      | 6 | 278 |
| Churchill, Ltd., Lmtd. Prtnr.           | Amend Lmtd Prtnrship      | 6 | 304 |
| Cassilly, Robert R., Jr., Prtnr.        | Amend Prtnrship           | 6 | 403 |
| Cassilly, Richard B, Prtnr.             | Amend Prtnrship           | 6 | 403 |
| Crahan, Catherine C. Cassilly, Prtnr.   | Amend Prtnrship           | 6 | 403 |
| Cassilly, Peter B., Prtnr.              | Amend Prtnrship           | 6 | 403 |
| Connolly Road Partnership               | Partnership Agmt          | 6 | 405 |
| Connolly Road Partnership               | Assignment of Partnership | 6 | 416 |



Dawme Associates

Amend Partnership

6

400







|   |                      |   |     |
|---|----------------------|---|-----|
| Frantz, David G., Lmtd. Prtnr.                  | Cert Lmtd Prtnrship  | 6 | 24  |
| Fender, Drew, Genl. Prtnr.                      | Cert Lmtd Prtnrship  | 6 | 52  |
| Fender, Drew, Lmtd. Prtnr.                      | Amend Lmtd Prtnrship | 6 | 78  |
| FFC, Inc., Genl. Prtnr.                         | Cert Lmtd Prtnrship  | 6 | 95  |
| FMCOC, Ltd., Lmtd. Prtnr.                       | Cert Lmtd Prtnrship  | 6 | 200 |
| FMCOC, Ltd., Lmtd. Prtnr.                       | Cert Lmtd Prtnrship  | 6 | 304 |
| Francus, Sylvia, Genl. Prtnr.                   | Amend Lmtd Prtnrship | 6 | 332 |
| First Harbor Management Co., Inc., Genl. Prtnr. | Amend Lmtd Prtnrship | 6 | 388 |





|   |                             |   |     |
|---|-----------------------------|---|-----|
| Greater Bel Air Investments Lmted Prtnrship | Amend Lmted Prtnrship       | 6 | 70  |
| Guercio, Norma G., Genl. Prtnr.             | Cert Lmted Prtnrship        | 6 | 87  |
| Goodwin Corp., Genl. Prtnr. & Lmted. Prtnr. | Prtnrship Agmt              | 6 | 124 |
| Grove Street Investment Co., Genl. Prtnr.   | Amend & Sub Lmted Prtnrship | 6 | 136 |
| GAPCO, Inc., Genl. Prtnr.                   | Cert Lmted Prtnrship        | 6 | 149 |
| GES Limited Partnership                     | Cert Lmted Prtnrship        | 6 | 160 |
| Glowacki, Gerald A., Genl. & Lmted. Prtnr.  | Cert Lmted Prtnrship        | 6 | 160 |
| Godwin Corporation, Genl. Prtnr.            | Cert Amend Prtnrship        | 6 | 240 |
| Gilmer, Nelson R., Lmted. Prtnr.            | Cert Lmted Prtnrship        | 6 | 317 |
| Grigoleit, Alfred W., Prtnr.                | Partnership Agmt.           | 6 | 405 |



|  |                            |   |     |
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| Harford Land Co., Genl. Prtnr. & Lmtd.                             | Cert Lmtd Prtnrship        | 6 | 24  |
| Harborside Limited Partnership                                     | Cert Lmtd Prtnrship        | 6 | 64  |
| Hildelea Inc., Genl. Prtnr.  | Cert Lmtd Prtnrship        | 6 | 104 |
| Hildebrandt, Dennis L., Lmtd. Prtnr.                               | Cert Lmtd Prtnrship        | 6 | 104 |
| Heaps, Henry W., Prtnr.  | Prtnrship Agmt             | 6 | 109 |
| Heaps, Henry W., Prtnr.  | Addendum Prtnrship Agmt    | 6 | 114 |
| Harford Company, Inc., Genl. Prtnr.                                | Cancellation Prtnrship     | 6 | 132 |
| Hanlin, Thomas D., Genl. Prtnr.                                    | Amend Lmtd Prtnrship       | 6 | 192 |
| Heineman, G. Wendel, Withdrawing/<br>Genl. Prtnr.                  | Amend Lmtd Prtnrship       | 6 | 192 |
| HDH Corporation, Genl. Prtnr.                                      | Cert Lmtd Prtnrship        | 6 | 196 |
| Harlan Family Limited Partnership                                  | Cert Lmtd Prtnrship        | 6 | 269 |
| Harlan, Paul B., Jr., Genl. Prtnr.                                 | Cert Lmtd Prtnrship        | 6 | 269 |
| Heinecke, Walter E., Lmtd. Prtnr.                                  | Amend Lmtd Prtnrship       | 6 | 278 |
| Harborside Limited Partnership                                     | 2nd Amend Lmtd Prtnrship   | 6 | 321 |
| Harborside Housing Partners Limited /<br>Partnership, Lmtd. Prtnr. | 2nd Amend Lmtd Prtnrship   | 6 | 321 |
| Harborside Housing Partners, Lmtd. Prtnr.                          | 2nd Amend Lmtd Prtnrship   | 6 | 321 |
| Harford Associates   | 5th Amend Genl Partnership | 6 | 340 |
| Harlan Family Limited Partnership, The                             | Cert Cancellation          | 6 | 392 |
| Harlan, Paul B., Jr., Genl. Prtnr.                                 | Cert Cancellation          | 6 | 392 |
| Harford Associates, Genl. Prtnr.                                   | Amend Prtnrship            | 6 | 400 |













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|---|--------------------------------|---|-----|
| Lee, N. Joseph, III, Lmtd. Prtnr.           | Cert Lmtd Prtnrship            | 6 | 24  |
| Lafayette Limited Partnership               | Cert Lmtd Prtnrship            | 6 | 52  |
| Lafayette Limited Partnership               | Amend Lmtd Prtnrship           | 6 | 61  |
| Laikin, Lawrence R., Genl. Prtnr.           | Cert Lmtd Prtnrship            | 6 | 64  |
| Lafayette Limited Partnership               | Amend Lmtd Prtnrship           | 6 | 78  |
| L & H Limited Partnership                   | Cert Lmtd Prtnrship            | 6 | 104 |
| Leaf, Michael E., Lmtd. Prtnr.              | Cert Lmtd Prtnrship            | 6 | 104 |
| Lanecor Group of Penn., Genl. Prtnr.        | Amend & Sub Lmtd Prtnrship     | 6 | 136 |
| Lafayette Limited Partnership               | Amend & Restate Lmtd Prtnrship | 6 | 189 |
| Leland Property Associates Lmtd. Prtnrship. | Cert Lmtd Prtnrship            | 6 | 196 |
| L & W Associates I Limited Partnership      | Cert Lmtd Prtnrship            | 6 | 231 |
| L & W Associates I, Inc., Genl. Prtnr.      | Cert Lmtd Prtnrship            | 6 | 231 |
| Laikin, Lawrence R., Genl. Prtnr,           | 2nd Amend Lmtd Prtnrship       | 6 | 321 |
| Laikin, David M., Genl. Prtnr.              | 2nd Amend Lmtd Prtnrship       | 6 | 321 |
| Lambdin, James, Genl. Prtnr.                | Cert Lmtd Prtnrship            | 6 | 336 |
| Lee, Jean                                   | Assignment of Partnership      | 6 | 416 |



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| Mason, Bert, Lmtd. Prtnr.               | Cert Lmtd Prtnrship            | 6 | 24  |
| Merit Hotel Group I, Inc., Genl. Prtnr. | Amend Lmtd Prtnrship           | 6 | 67  |
| Morin, Mary K., Genl. Prtnr.            | Cert Lmtd Prtnrship            | 6 | 87  |
| Manassas Promenade Limited Partnership  | Amend & Sub Cert Lmtd Prtnrshp | 6 | 136 |
| Mountain Laurel, Inc., Lmtd. Prtnr.     | Cert Lmtd Prtnrship            | 6 | 200 |
| Magan, Michael, Lmtd. Prtnr.            | Cert Lmtd Prtnrship            | 6 | 200 |
| Moonlight Mile Limited Partnership      | Cert Lmtd Prtnrship            | 6 | 227 |
| Moonlight Mile, Inc., Genl. Prtnr.      | Cert Lmtd Prtnrship            | 6 | 227 |
| Maloney, William P., Genl. Prtnr.       | Cert Lmtd Prtnrship            | 6 | 236 |
| Meoli, Anthony J., Lmtd. Prtnr.         | Cert Lmtd Prtnrship            | 6 | 251 |
| Meoli, Michael, Lmtd. Prtnr.            | Cert Lmtd Prtnrship            | 6 | 251 |
| Mountain Laurel, Inc., Lmtd. Prtnr.     | Amend Lmtd Prtnrship           | 6 | 304 |
| Meadow Springs Limited Partnership      | Cert Lmtd Prtnrship            | 6 | 313 |
| Meadow Springs, Ltd., Genl. Prtnr.      | Cert Lmtd Prtnrship            | 6 | 313 |
| Milesview Farm Limited Partnership      | Cert Lmtd Prtnrship            | 6 | 317 |
| MFL, Inc., Genl. Prtnr.                 | Cert Lmtd Prtnrship            | 6 | 317 |
| Magness Properties Limited Partnership  | Cert Lmtd Prtnrship            | 6 | 376 |
| Magness Properties, Inc., Genl. Prtnr.  | Cert Lmtd Prtnrship            | 6 | 376 |
| Morse, Vera Frances Cassilly, Prtnr.    | Amend Prtnrship                | 6 | 403 |
| Meoli, Anthony J., Prtnr.               | Partnership Agmt               | 6 | 420 |













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|--|----------------------|---|-----|
| 112 Main Street, Inc., Genl. Prtnr.            | Amend Lmtd Prtnrship | 6 | 70  |
| Overview Manor, Section II Limited Partnership | Cert Lmtd Prtnrship  | 6 | 396 |
| Overview Manor, Section II, Inc., Genl. Prtnr. | Cert Lmtd Prtnrship  | 6 | 396 |



|  |                          |   |     |
|--|--------------------------|---|-----|
| Porter, George A., Lmtd. Prtnr.  | Cert Lmtd. Prtnrship     | 6 | 1   |
| Porter, James N., Genl. Prtnr.   | Cert Lmtd Prtnrship      | 6 | 44  |
| Poteet, Richard D., With.Genl.Prtnr.   | Amend Lmtd Prtnrship     | 6 | 70  |
| Porter Equity Funding Lmtd. Prtnrship.   | Cert Lmtd Prtnrship      | 6 | 74  |
| Porter, James N., Genl. Prtnr.   | Cert Lmtd Prtnrship      | 6 | 74  |
| Parsons Family Limited Partnership   | Certificate Cancellation | 6 | 91  |
| Parsons, James B., Genl. Prtnr.  | Certificate Cancellation | 6 | 91  |
| Parsons, Ada G., Genl. Prtnr.  | Certificate Cancellation | 6 | 91  |
| Pumping Station, Inc., Genl. Prtnr.  | Cert Lmtd Prtnrship      | 6 | 95  |
| PCST Limited Partnership   | Cert Amendment           | 6 | 99  |
| Porter, George A., Lmtd. Prtnr.  | Cert Lmtd Prtnrship      | 6 | 149 |
| Pleasant Valley Associates   | Amend Lmtd Prtnrship     | 6 | 199 |
| Penmardel Land Company, Inc.,Lmtd.Prtnr.   | Cert Lmtd Prtnrship      | 6 | 200 |
| Porter Limited Partnership I   | Amend Lmtd Prtnrship     | 6 | 220 |
| Porter, James N., Genl. Prtnr.   | Amend Lmtd Prtnrship     | 6 | 220 |
| Prime Equities Limited Partnership   | Cert Lmtd Prtnrship      | 6 | 223 |
| Prime Equities, Inc., Genl Prtnr.  | Cert Lmtd Prtnrship      | 6 | 223 |
| Pleasant Valley Associates   | Amend Lmtd Prtnrship     | 6 | 260 |
| Pearce Family Limited Partnership  | Cert Lmtd Prtnrship      | 6 | 266 |
| Pearce, Elizabeth M., Genl. Prtnr.   | Cert Lmtd Prtnrship      | 6 | 266 |
| Pleasant Valley Associates   | Amend Lmtd Prtnrship     | 6 | 273 |
| Pleasant Valley Associates   | Amend Lmtd Prtnrship     | 6 | 274 |
| Pleasant Valley Associates   | Amend Lmtd Prtnrship     | 6 | 276 |
| Penmardel Land Co., Inc., Lmtd. Prtrn.   | Amend Lmtd Prtnrship     | 6 | 304 |
| Church of Balto. City, Lmtd. Prtnr.<br>Patella Fund of the Central Presbyterian/ | Amend Lmtd Prtnrship     | 6 | 304 |
| Pierpont, Ross Z., Prtnr.  | Partnership Agmt         | 6 | 405 |
| Polly Enterprises, Prtnr.  | Partnership Agmt         | 6 | 420 |









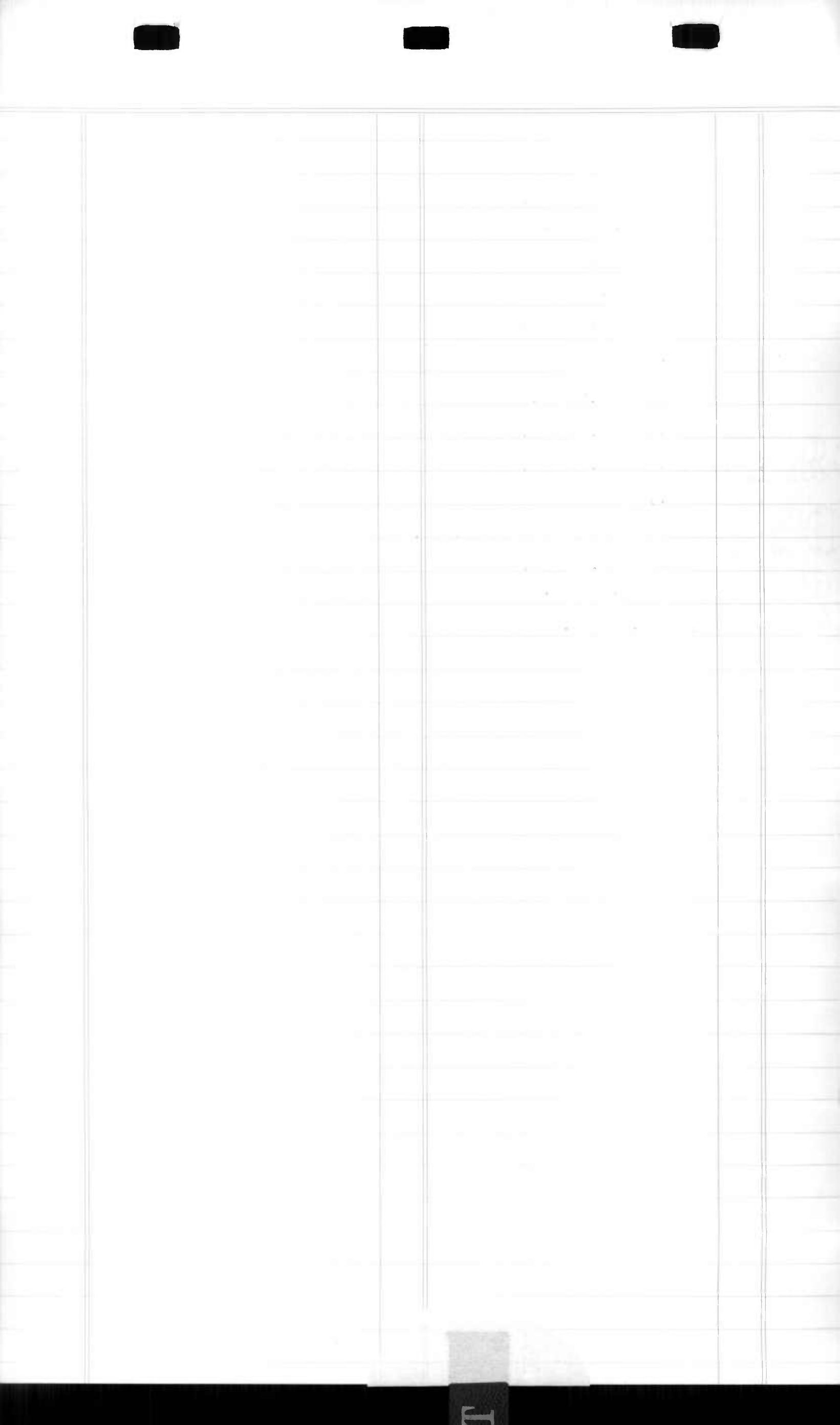




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|--|--------------------------|---|-----|
| Shehan, George A., Lmted. Prtnr.           | Cert Lmted Prtnrship     | 6 | 1   |
| Sweetser, S. Chandler, Jr., Lmted. Prtnr.  | Cert Lmted Prtnrship     | 6 | 24  |
| Steven Circle Associates Lmted.Prtnrship.  | Cert Lmted Prtnrship     | 6 | 48  |
| Sarcom Realty, Genl. Prtnr.                | Cert Lmted Prtnrship     | 6 | 52  |
| Sarazin, James T., Genl. Prtnr.            | Cert Lmted Prtnrship     | 6 | 52  |
| Sarazin, James T., Genl. Prtnr.            | Amend Lmted Prtnrship    | 6 | 61  |
| Sparks Limited Partnership                 | Cert Lmted Prtnrship     | 6 | 87  |
| Sparks, Claudia A., Genl. Prtnr.           | Cert Lmted Prtnrship     | 6 | 87  |
| Slade, Paul & Myrtle, Genl. Prtnrs.        | Certificate Amendment    | 6 | 99  |
| Spenceola Lmted. Prtnrship.                | Cert Lmted Prtnrship     | 6 | 116 |
| Smith, C. Kelly, Genl. Prtnr.              | Cert Lmted Prtnrship     | 6 | 116 |
| Streamside Limited Partnership             | Prtnrship Agmt           | 6 | 124 |
| Shehan, George A., Lmted. Prtnr.           | Cert Lmted Prtnrship     | 6 | 149 |
| Spangler, Donald B., Genl. & Lmted. Prtnr. | Cert Lmted Prtnrship     | 6 | 160 |
| Slate Ridge Lmted. Prtnrship.              | Cert Lmted Prtnrship     | 6 | 200 |
| Streamside Limited Partnership             | Cert Amend Prtnrship     | 6 | 240 |
| Sight Center Lmted. Prtnrship.             | Cert Lmted Prtnrship     | 6 | 262 |
| Summercrest, Inc., Lmted. Prtnr.           | Cert Lmted Prtnrship     | 6 | 273 |
| Streett, Richard P., Jr., Lmted. Prtnr.    | Amend Lmted Prtnrship    | 6 | 304 |
| Simons, Talmadge E., Lmted. Prtnr.         | Amend Lmted Prtnrship    | 6 | 304 |
| SRS Services, Inc., Genl. Prtnr.           | Amend Lmted Prtnrship    | 6 | 332 |
| Schott, Arlene, Genl Prtnr.                | 5th Amend Genl Prtnrship | 6 | 340 |
| Shelton, Elice B., Genl Prtnr.             | 5th Amend Genl Prtnrship | 6 | 340 |
| Stec Property Limited Partnership          | Cert Lmted Partnership   | 6 | 383 |
| Stec Property Inc., Genl. Prtnr.           | Cert Lmted Partnership   | 6 | 383 |
| Schott, Arlene, Genl. Prtnr.               | Amend Prtnrship          | 6 | 400 |
| Shelton, Elice B., Genl. Prtnr.            | Amend Prtnrship          | 6 | 400 |
| Snyder, Mary Lynn, Prtnr.                  | Partnership Agmt         | 6 | 420 |



|   |                               |   |     |
|---|-------------------------------|---|-----|
| 201 South Main Street Lmted.Prtnrship.              | Cert Lmtd Prtnrship           | 6 | 44  |
| Taylor, Thomas A., Genl Prtnr. & AIF                | Amend Lmtd Prtnrship          | 6 | 199 |
| Taylor, Janice M., Lmted. Prtnr.                    | Amend Lmtd Prtnrship          | 6 | 199 |
| 324 Corporation, Lmted. Prtnr.                      | Cert Lmtd Prtnrship           | 6 | 200 |
| Twenty Nine Corp., Genl. Prtnr.                     | Cert Lmtd Prtnrship           | 6 | 251 |
| Taylor, Thomas A. Genl. Prtnr & AIF                 | Amend Lmtd Prtnrship          | 6 | 260 |
| Taylor, Janice M., Trus., Lmted. Prtnr.             | Amend Lmtd Prtnrship          | 6 | 260 |
| Taylor, Janice M. Revocable Trust, Lmted/<br>Prtnr. | Amend Lmtd Prtnrship          | 6 | 260 |
| Taylor, Thomas A., Genl.Prtnr. & AIF                | Amend Lmtd Prtnrship          | 6 | 273 |
| Taylor, Janice M., Lmted. Prtnr.                    | Amend Lmtd Prtnrship          | 6 | 273 |
| Taylor, Thomas A., Genl. Prtnr. & AIF               | Amend Lmtd Prtnrship          | 6 | 274 |
| Taylor, Thomas A., Trus                             | Amend Lmtd Prtnrship          | 6 | 274 |
| Taylor, Thomas A.Revocable Trust,Lmted.Prt.         | Amend Lmtd Prtnrship          | 6 | 274 |
| Taylor, Thomas A., Genl. Prtnr. & AIF               | Amend Lmtd Prtnrship          | 6 | 276 |
| 324 Corporation, Lmted. Prtnr.                      | Amend Lmtd Prtnrship          | 6 | 304 |
| Trump, Arthur, Lmted. Prtnr.                        | Amend Lmtd Prtnrship          | 6 | 304 |
| Tulley, Harold J., Lmted, Prtnr.                    | Cert Lmtd Prtnrship           | 6 | 328 |
| Tulley, Harold J., Lmted. Prtnr.                    | 1st Amend Cert Lmtd Prtnrship | 6 | 343 |









|  |                          |   |     |
|--|--------------------------|---|-----|
| Village Market Center Lmtd. Prtnrship.     | Agmt Lmtd. Prtnrship     | 6 | 24  |
| Village at Bright Oaks Limited Partnership | Cert Lmtd Prtnrship      | 6 | 140 |
| Village at Bright Oaks, Inc., Genl.Prtnr.  | Cert Lmtd Prtnrship      | 6 | 140 |
| V.B. Square Associates Limited Prtnrship.  | Cert Lmtd Prtnrship      | 6 | 247 |
| V.B. Square Associates, Inc., Genl. Prtnr. | Cert Lmtd Prtnrship      | 6 | 247 |
| Village of Bynum Run I Lmtd. Prtnrship.    | The Amend Lmtd Prtnrship | 6 | 388 |

















Zuk, Alexei, Lmted. Prtnr.

Amend Lmted Prtnrship

6

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LIBER 6 PAGE 1

C.W.LIMITED PARTNERSHIP

Limited Partnership Certificate and Agreement

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

6-15-89 at 11:40 A.m.

STATE DEPT. OF  
ASSESSMENTS & TAXATION

89 JUN 15 PM 11 40

RECEIVED

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CAVEAT

The interests represented by this Agreement have not been registered or qualified under the provisions of the Securities Act of 1933, as amended, and may not be assigned, hypothecated, pledged, transferred or sold in whole or in part without (1) there being in effect a registration statement with respect of such interests under such statute, or (2) the delivery to the Partnership and to the General Partner of an opinion of the Partnership's legal counsel that an exemption from registration under such statute is applicable to such transaction of such interests.

2150 0772

## C.W. LIMITED PARTNERSHIP CERTIFICATE and AGREEMENT

*JK*

THIS LIMITED PARTNERSHIP CERTIFICATE and AGREEMENT, made this 5<sup>th</sup> day of *May*, 1989 by and between Wheel Road, Inc., a Maryland corporation, having its principal offices at 1326 Bennett Place, Bel Air, Maryland 21014 ("Wheel or the General Partner"), and Emmett C. Collins 4213 Manor View Road, Glen Arm Maryland, Andrew J. Weiland, 3 Ruxton Hill Road, Baltimore, Maryland 21204, George A. Porter, 8035 Strauff Road, Towson, Maryland 21204, and George A. Shehan, 503 N. Shamrock Road, Bel Air, Maryland 21014. Collins, Weiland, Porter and Shehan are sometimes collectively referred to herein as "the Limited Partners".

Whereas, the parties hereto desire to form a limited partnership for the purpose of purchasing certain lots of ground, as hereinafter described on Exhibit A attached hereto ("the Lots"), and constructing thereon seventy-two (72) for sale townhomes.

Whereas, the parties hereto desire that their interest in, and all rights, duties, liabilities, profits and losses arising out of the limited partnership be defined by an agreement in writing, therefore these presents are executed.

NOW THEREFORE, THIS LIMITED PARTNERSHIP AGREEMENT FURTHER WITNESSETH: That, in consideration of the foregoing, of the mutual promises of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. NAME. The name of the partnership is: C.W. Limited Partnership. ✓

2. PURPOSE. The purpose of the Partnership shall be to purchase said lots and to construct thereon seventy-two townhomes, and to sell said homes to third parties for profit, to finance the above activities, and to carry out such other activities as shall be necessary or incidental to the foregoing purposes.

3. PRINCIPAL OFFICE. The location of the principal place of business of the Partnership shall be 1326 Bennett Place, Bel Air, Maryland 21014. This is also the principal office of the Partnership. ✓

3130 077a

4. GENERAL PARTNER. The name and principal office of the General Partner is Wheel Road, Inc., 1326 Bennet Place, Bel Air, Maryland 21014. The resident agent of the General Partner is George A. Shehan whose place of residence is 503 N. Shamrock Road, Bel Air, Maryland 21014. The resident agent and his address for the partnership is George A. Shehan, 503 N. Shamrock Rd., Bel Air, Md.
5. LIMITED PARTNERS. The names and places of residence of the Limited Partners are:

Emmett C. Collins  
4213 Mahorview Road  
Glen Arm, Maryland

Andrew J. Weiland  
3 Ruxton Hill Road  
Baltimore, Maryland, 21204

George A. Porter  
8035 Struff Road  
Towson, Maryland 21204

George A. Shehan  
503 Shamrock Road  
Bel Air, Maryland 21014

6. ADDITIONAL PARTNERS. No additional partners may be admitted except by the unanimous consent of all the members of the partnership.

7. TERM OF THE PARTNERSHIP. The term for which the Partnership is to exist is four years unless otherwise terminated as herein provided, from the date June 15, 1989.

8. CAPITAL CONTRIBUTIONS. The contributions of the Limited Partners shall be made upon fifteen days written request from the General Partner and in such amounts as determined by the General Partner, but not above the total amounts as hereinafter set forth; such contribution shall be in cash and in the following total amounts: Collins - \$125,000.00; Weiland - \$125,000.00; Porter - \$10,000; and Shehan - \$10,000. In the event that the partnership shall require additional capital beyond funds which it intends to borrow, all of said additional capital shall be provided by the General Partner.

9. DIVISION OF PROFITS AND LOSSES. The profits of the Partnership shall be divided, or the losses borne, as the case may be, according to the following schedules of percentages:

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## a) Allocation and Division of Profits:

|                  |       |
|------------------|-------|
| Collins          | 8.5%  |
| Weiland          | 8.5%  |
| Wheel Road, Inc. | 1.0%  |
| Porter           | 41.0% |
| Shehan           | 41.0% |

## b) Allocation of Losses:

The Limited Partners liability shall be limited to the amount of capital contribution made by them. In the event that there shall be any loss after exhausting the capital accounts of the Limited Partners, there shall be no further liability on the part of the Limited Partners, their liability being limited to their respective contributed capital. Upon any liquidation of the assets of the partnership, any negative capital account of a partner shall first be restored by such partner having a negative capital account.

10. DISTRIBUTION OF FUNDS. After payment of all debts of the Partnership, return of capital shall first be made to the Limited Partners Collins and Weiland, second to Porter and Shehan and, thereafter, payment of profits shall be made from time to time as funds are available and as financing agreements permit, all in accordance with the percentages set forth in Section 9a.

## 11. RIGHTS, POWERS DUTIES AND LIMITATIONS OF THE GENERAL PARTNER.

(a) The General Partner shall be solely responsible for the management of the Partnership business with all rights and powers generally conferred by law or necessary, advisable or consistent in connection therewith. Attached, as Exhibit B, is the Economic Model of the C.W. Limited Partnership. It is understood that the General Partner's operation of the Partnership shall be guided by said Model.

(b) In addition to any other rights and powers which it may possess, the General Partner shall have all specific rights and powers required by or appropriate to its management of the Partnership business, which rights and powers, by way of illustration but not by way of limitation, shall include the following:

1. To acquire, hold, develop and dispose of the real property described on Exhibit A, or any appurtenance thereto, as well as personal property belonging to the Partnership.

2. To cause the construction and sale of the townhomes to be built on the Property in accordance with the plans and specifications prepared by the project architect. In connection therewith, it is understood that the General Partner shall contract with American Landmark Homes, Inc., 3a50 0776



company controlled by George A. Porter and George A. Shehan, the principals of the General Partner, for the purposes of construction and marketing the 72 townhomes to be built on the Lots; and said Company shall be paid a construction management fee of five percent (5%) of the gross cost of construction of said homes and one and one-half percent (1.5%) of the gross sales price of said homes, all as set forth in Exhibit B. The principals of the General Partner shall devote to the affairs of the Partnership whatever time, effort and skill shall be required of them to insure the successful completion of the Partnership business, but nothing contained herein shall prevent the Partners from engaging in other real estate projects or developments which may or may not be in competition with this Partnership.

3. To borrow money and, if security is required therefor, to mortgage or subject to any other security device any portion of the property of the Partnership, to obtain replacements of any mortgage or other security device, and to prepay in whole or part, refinance, increase, modify, consolidate, or extend any mortgage or other security device, all of the foregoing at such terms and in such amounts as it deems to be in the best interests of the Partnership, provided that the aggregate amount of such mortgages or other security devices at any one time outstanding does not exceed \$3,000,000.

4. To employ persons in the operation and management of the Partnership business, including but not limited to office employees, sales persons, accountants, lawyers, supervisory personnel, and to contract with third party firms to provide such services as the General Partner shall deem necessary in the operation of the Partnership business.

5. To execute, acknowledge and deliver any and all instruments required in the conduct of the Partnership business.

(c) The General Partner shall have all the rights and duties of a general partner as in a partnership without limited partners, except that the General Partner shall not have the authority to:

1. do any act in contravention of this Agreement;
2. Confess a judgement against the Partnership without the written consent of all Partners.
3. Admit any other partner to the Partnership without the written consent of all the Partners.

13. STATUS OF LIMITED PARTNERS. A Limited Partner shall not be bound by, or personally liable for the expenses, liabilities or obligations of the Partnership, nor shall a Limited Partner have the right or authority to act for or bind the Partnership.

14. USE OF CAPITAL. Capital invested in the Partnership

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shall be used only for the purposes of the Partnership. A capital account for each partner shall be established to show their respective capital investments.

14. BOOKS OF ACCOUNT. Books of account of the Partnership shall be based upon generally accepted accounting principals and shall be maintained at the principal offices of the Partnership. Such books shall be open for inspection at all times by the partners. Such books shall be kept on the accrual method, and on a calendar year basis. Unaudited financial reports shall be prepared by the Partnership's certified public accountant at the end of each calendar quarter. An annual report shall be prepared by said accountant within forty-five (45) days of the end of the fiscal year and shall be presented to the partners at the Partnership's cost. Should any partner require an audit, it shall be prepared by the Partnership accountant at the cost of the individual partner so requiring.

15. BANK ACCOUNTS. The Partnership shall maintain bank accounts at such federally insured banks as the General Partner shall determine. All receipts shall be deposited in the Partnership accounts and all withdrawals for payments of Partnership obligations shall be by draft or check drawn on such accounts by the General Partner or its designee.

16. TRADE NAME. It is understood that the Partnership shall operate with the trade name of American Landmark Homes. All contracts for purchase of materials and labor, and sales agreements for homes built shall be in the name of C.W. Limited Partnership, trading as American Landmark Homes.

17. NONASSIGNABILITY OF INTERESTS. The interest of the General or Limited Partners shall not be assigned in whole or in part. Should an assignment be made in violation of this provision, the assignee shall not be substituted for the assignor as a Partner, but shall merely have the right, as against the assignor, to receive whatever moneys the assignor would have received, without creating any right of action on the part of the assignee against the Limited Partnership or its Partners, other than the assignor.

18. SUCCESSORS BOUND. This Agreement shall be binding upon the executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

19. NOTICES. All notices under this Agreement shall be in writing and shall be effective upon personal delivery or upon being sent by registered mail, postage prepaid, directed to the address of such person or corporation as set forth in this Agreement. Notice shall be deemed given 72 hours after such notice has been deposited in a United States Post Office in the State of Maryland. 50 0779

IN WITNESS WHEREOF, the parties have executed this Agreement on Limited Partnership as the day of 1988.

WITNESS:

WHEEL ROAD, INC. ✓

GENERAL PARTNER

Judith A. Bona

by

George A. Shehan  
GEORGE A. SHEHAN, Pres.

LIMITED PARTNERS

[Signature]

Emmett C. Collins  
EMMETT C. COLLINS ✓

[Signature]

Andrew J. Weiland  
ANDREW J. WEILAND

WITNESS:

Judith A. Burns

George A. Porter  
George A. Porter

Judith A. Burns

George A. Shehan  
George A. Shehan

EXHIBIT A

## SCHEDULE OF LOTS

1. Purchase Lots

|      |         |         |
|------|---------|---------|
| Lots | 97-102  | 103-109 |
|      | 131-147 |         |

2. Option Lots

|         |   |
|---------|---|
| 110-130 | F |
| 31-50   | G |

EXHIBIT B

3150 0782

|                              | March | April | May   | June  | July | August | September | October | November | December | Jan. '90 | Febru. |
|------------------------------|-------|-------|-------|-------|------|--------|-----------|---------|----------|----------|----------|--------|
|                              |       |       | Start | Start |      | Setl   |           |         |          |          |          |        |
|                              |       |       | Modis | Modis |      | 30 Lts |           |         |          |          |          |        |
| Executed Contracts (2.5/mo.) |       | 2     | 2     | 2     | 2    | 2      | 2         | 4       | 2        | 11       | 2        |        |
| Cumulative Contracts         |       |       | 4     | 6     | 6    | 10     | 12        | 16      | 18       | 19       | 21       | 7      |
| Construction Starts          |       |       | 6     | 0     | 6    | 6      | 0         | 6       | 24       | 16       | 0        | 1      |
| Cumulative Starts            |       |       |       |       | 12   | 18     | 18        | 24      | 24       | 130      | 30       | 10     |
| Settlements                  |       |       |       |       |      |        | 4         |         | 6        | 6        |          |        |
| Cumulative Settlements       |       |       |       |       |      | 2      | 6         | 12      | 10       | 16       | 18       |        |
| Units Completed              |       |       |       |       |      |        |           |         |          |          | 18       |        |

|                         |  |  |  |  |  |         |         |         |         |         |         |         |
|-------------------------|--|--|--|--|--|---------|---------|---------|---------|---------|---------|---------|
| SOURCES                 |  |  |  |  |  |         |         |         |         |         |         |         |
| Sales at \$104,700      |  |  |  |  |  | 576,000 | 418,100 | 627,600 | 627,600 |         | 627,600 | 5,1     |
| Telephone Co. Refunds   |  |  |  |  |  | 150,000 |         |         |         |         |         |         |
| Loan Proceeds-Land      |  |  |  |  |  | 204,000 | 205,200 | 204,000 | 272,400 | 136,800 | 204,000 | 136,800 |
| Loan Proceeds-Take Back |  |  |  |  |  |         | 623,300 | 204,000 | 900,000 | 764,400 | 204,000 | 770,000 |
| Loan Proceeds-Const.    |  |  |  |  |  |         |         |         |         |         |         |         |

|                               |  |  |  |        |        |         |     |       |     |       |     |       |
|-------------------------------|--|--|--|--------|--------|---------|-----|-------|-----|-------|-----|-------|
| TOTAL PROCEEDS                |  |  |  | 68,400 | 68,400 | 930,000 |     |       |     |       |     |       |
| APPLICATION OF FUNDS          |  |  |  |        |        | 750,000 |     |       |     |       |     |       |
| Lot Costs                     |  |  |  |        |        | 20,140  |     |       |     |       |     |       |
| Closing Costs                 |  |  |  |        |        | 2,300   |     |       |     |       |     |       |
| Legal                         |  |  |  |        |        | 4,400   | 300 | 4,400 | 300 | 4,400 | 300 | 4,400 |
| Harford Co. Fee at \$740/Unit |  |  |  |        |        |         |     |       |     |       |     |       |
| H.O.R. Fee                    |  |  |  |        |        | 4,000   |     |       |     |       |     |       |
| Real Estate Taxes             |  |  |  |        |        | 850     | 850 | 850   | 850 | 850   | 850 | 850   |
| Liability Insurance           |  |  |  |        |        | 300     | 300 | 300   | 300 | 300   | 300 | 300   |
| Site Maintenance              |  |  |  |        |        |         |     |       |     |       |     |       |

|                        |  |       |       |       |       |         |       |       |       |       |       |       |
|------------------------|--|-------|-------|-------|-------|---------|-------|-------|-------|-------|-------|-------|
| TOTALS                 |  |       | 5,250 | 850   | 5,550 | 781,990 | 1,450 | 5,550 | 1,450 | 5,550 | 1,700 | 5,550 |
| ADMINISTRATIVE EXPENSE |  |       |       |       |       |         |       |       |       |       |       |       |
| Accounting             |  | 1,500 | 500   | 500   | 500   | 500     | 500   | 1,000 | 500   | 1,000 | 1,500 | 500   |
| Office Staff           |  |       | 500   | 500   | 500   | 500     | 500   | 500   | 500   | 500   | 500   | 500   |
| Office Misc.           |  |       |       |       |       |         |       |       |       |       |       |       |
| TOTALS                 |  | 1,500 | 1,500 | 1,500 | 1,500 | 1,500   | 2,000 | 2,000 | 2,000 | 2,000 | 3,200 | 2,000 |

|                                 |  |        |        |       |       |       |        |        |        |        |       |        |
|---------------------------------|--|--------|--------|-------|-------|-------|--------|--------|--------|--------|-------|--------|
| SALES AND MARKETING             |  |        |        |       |       |       |        |        |        |        |       |        |
| Model Home Decorating           |  |        |        |       |       |       |        |        |        |        |       |        |
| Furniture & Trailer Rental      |  |        | 6,250  | 300   | 300   | 300   | 6,250  | 1,100  | 1,100  | 1,100  | 1,100 | 2,000  |
| Sales Aids                      |  | 6,000  |        |       |       |       | 2,000  | 2,000  | 2,000  | 2,000  | 2,000 | 2,000  |
| Staff Salary                    |  | 700    | 700    | 700   | 700   | 700   | 2,700  | 700    | 700    | 700    | 1,400 | 1,400  |
| Sales Manager Salary            |  | 900    | 900    | 900   | 900   | 900   | 3,600  | 3,600  | 3,600  | 3,150  | 900   | 4,400  |
| Sales Manager Commissions       |  | 300    | 300    | 300   | 300   | 300   | 2,500  | 300    | 300    | 300    | 300   | 2,500  |
| Sales G & R                     |  |        |        |       |       |       | 2,500  |        | 5,400  | 2,500  |       | 5,400  |
| Coop Comm. at \$2,500/Unit      |  |        |        |       |       |       | 3,600  | 3,000  | 1,000  | 5,400  | 1,500 | 5,400  |
| End Loan Buy-Down at \$900/Unit |  | 1,000  | 1,000  | 1,000 | 1,000 | 2,000 | 2,000  | 3,000  | 6,000  | 5,250  | 1,500 | 1,500  |
| Advertising                     |  | 1,500  | 1,500  |       |       | 1,500 | 4,500  | 3,000  |        |        | 1,500 | 8,250  |
| Sales Management Fee            |  |        |        |       |       |       |        |        |        |        |       |        |
| TOTALS                          |  | 10,400 | 10,950 | 7,900 | 5,900 | 6,900 | 26,850 | 11,900 | 22,500 | 20,900 | 8,700 | 31,400 |

|                               |       |       |        |        |        |         |         |         |         |         |         |         |
|-------------------------------|-------|-------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|
| CONSTRUCTION COSTS            |       |       |        |        |        |         |         |         |         |         |         |         |
| Construction at \$50,000/Unit |       |       |        |        |        |         |         |         |         |         |         |         |
| Architectural                 | 1,000 | 5,000 |        | 42,000 | 69,000 | 147,000 | 195,000 | 174,000 | 231,000 | 153,000 | 147,000 | 153,000 |
| Site Engineering              |       |       | 2,000  | 2,100  | 3,450  | 7,350   | 9,750   | 8,700   | 11,550  | 7,650   | 7,350   | 7,650   |
| Const. Manage. Fee (5%)       |       |       | 500    | 750    | 1,000  | 1,300   | 1,300   | 1,300   | 1,300   | 1,300   | 1,300   | 1,300   |
| Site G & R                    |       |       |        |        | 10,500 | 9,000   | 10,500  | 10,500  |         | 10,500  |         | 10,500  |
| Connect. Fee (\$1,750/Unit)   |       |       |        |        |        | 7,700   |         |         |         |         |         |         |
| B&E Fee (\$300/Unit)          |       |       |        |        |        | 4,500   | 4,500   | 4,500   | 4,500   | 4,500   | 4,500   | 4,500   |
| Tel. Co. Dep. (\$255/Unit)    |       |       | 4,500  | 4,500  | 1,250  | 1,250   | 1,250   | 1,250   | 1,250   | 1,250   | 1,250   | 1,250   |
| Supervision                   |       |       |        |        |        |         |         |         |         |         |         |         |
| Clean-Up Labor                |       |       |        |        |        |         |         |         |         |         |         |         |
| Carpentry Punch Out           |       |       |        |        |        |         |         |         |         |         |         |         |
| Call Back                     |       |       |        |        |        |         |         |         |         |         |         |         |
| Model Enhancement             |       |       |        |        |        |         |         |         |         |         |         |         |
| Const Ln Fee (\$1 1/2%-500CK) |       |       | 13,500 | 2,000  | 2,000  | 2,000   |         |         |         |         |         |         |

| July                                | March<br>Ex. Opt.  | April                               | May                | June<br>Settle 21                   | July               | August                              | September<br>Ex. Opt. | October                             | November           | December           | Jan. '91<br>Settle 21               | February                 | March                   | April                          |
|-------------------------------------|--------------------|-------------------------------------|--------------------|-------------------------------------|--------------------|-------------------------------------|-----------------------|-------------------------------------|--------------------|--------------------|-------------------------------------|--------------------------|-------------------------|--------------------------------|
| 5<br>26<br>6<br>36<br>6<br>22<br>24 | 3<br>29<br>0<br>36 | 3<br>32<br>7<br>43<br>6<br>28<br>30 | 2<br>34<br>0<br>43 | 2<br>36<br>8<br>51<br>6<br>34<br>36 | 2<br>38<br>0<br>51 | 2<br>40<br>0<br>51<br>7<br>41<br>43 | 3<br>43<br>7<br>58    | 4<br>47<br>0<br>58<br>8<br>49<br>51 | 2<br>49<br>0<br>58 | 1<br>50<br>7<br>65 | 3<br>53<br>0<br>65<br>7<br>56<br>58 | 5<br>58<br>7<br>72<br>71 | 3<br>61<br>0<br>72<br>7 | 3<br>64<br>0<br>72<br>63<br>65 |
| 300                                 | 204,000            | 136,600                             | 215,400            | 627,600                             | 249,400            | 171,000                             | 180,800               | 171,000                             | 79,600             | 156,200            | 732,900                             | 79,600                   | 238,000                 | 159,600                        |
| 300                                 | 204,000            | 764,400                             | 215,400            | 420,000<br>105,000<br>146,200       | 249,400            | 903,500                             | 180,800               | 1,021,300                           | 79,600             | 156,200            | 436,800<br>105,000<br>159,600       | 79,600                   | 238,000                 | 892,500                        |
| 300                                 | 204,000            | 764,400                             | 215,400            | 1,300,800                           | 249,400            | 903,500                             | 180,800               | 1,021,300                           | 79,600             | 156,200            | 1,434,300                           | 79,600                   | 238,000                 | 892,500                        |
| 400                                 | 300                | 5,180                               | 300                | 546,000<br>14,574<br>2,000<br>5,920 | 250                | 300                                 | 5,180                 | 300                                 | 5,180              | 250                | 567,000<br>15,459<br>2,000          | 5,180                    | 300                     | 300                            |
| 350                                 | 850                | 850                                 | 850                | 850                                 | 850                | 850                                 | 4,000                 | 850                                 | 850                | 850                | 850                                 | 850                      | 2,000                   | 850                            |
| 300                                 | 300                | 300                                 | 300                | 300                                 | 300                | 300                                 | 300                   | 300                                 | 300                | 300                | 300                                 | 300                      | 300                     | 300                            |
| 350                                 | 1,450              | 6,330                               | 1,450              | 569,644                             | 1,700              | 1,150                               | 10,330                | 1,700                               | 1,150              | 6,330              | 585,859                             | 6,330                    | 3,450                   | 1,450                          |
| 500                                 | 500                | 1,500                               | 500                | 500                                 | 500                | 500                                 | 500                   | 500                                 | 500                | 500                | 1,500                               | 500                      | 500                     | 1,500                          |
| 200                                 | 1,200              | 1,500                               | 1,500              | 1,500                               | 1,500              | 2,000                               | 2,000                 | 2,000                               | 2,000              | 2,000              | 1,500                               | 1,500                    | 1,000                   | 1,500                          |
| 300                                 | 500                | 1,000                               | 1,000              | 1,000                               | 1,000              | 1,000                               | 1,000                 | 1,000                               | 1,000              | 1,000              | 1,000                               | 1,000                    | 500                     | 500                            |
| 200                                 | 2,200              | 4,000                               | 3,000              | 3,000                               | 3,000              | 3,500                               | 3,500                 | 3,500                               | 3,500              | 3,500              | 4,000                               | 3,000                    | 2,000                   | 3,000                          |
| 100                                 | 1,100              | 1,100                               | 1,100              | 1,100                               | 1,100              | 1,100                               | 1,100                 | 1,100                               | 1,100              | 1,100              | 2,000                               | 1,100                    | 1,100                   | 1,100                          |
| 100                                 | 2,000              | 2,000                               | 2,000              | 2,000                               | 2,000              | 2,000                               | 2,000                 | 2,000                               | 2,000              | 2,000              | 2,000                               | 2,000                    | 2,000                   | 2,000                          |
| 400                                 | 2,100              | 2,100                               | 2,100              | 2,600                               | 2,800              | 2,800                               | 2,800                 | 2,800                               | 2,800              | 2,800              | 2,800                               | 2,100                    | 2,100                   | 2,100                          |
| 350                                 | 1,350              | 4,050                               | 900                | 3,600                               | 900                | 4,050                               | 1,350                 | 5,400                               | 900                | 4,500              | 4,500                               | 2,250                    | 1,350                   | 4,500                          |
| 300                                 | 300                | 300                                 | 300                | 300                                 | 300                | 300                                 | 300                   | 300                                 | 300                | 300                | 300                                 | 300                      | 300                     | 300                            |
| 300                                 | 2,500              | 2,500                               | 2,500              | 2,500                               | 5,000              | 5,000                               | 5,000                 | 5,000                               | 5,000              | 5,000              | 5,000                               | 300                      | 300                     | 300                            |
| 400                                 | 5,400              | 5,400                               | 5,400              | 5,400                               | 6,300              | 6,300                               | 6,300                 | 7,200                               | 6,300              | 7,500              | 6,300                               | 300                      | 300                     | 7,500                          |
| 300                                 | 1,500              | 2,000                               | 1,000              | 1,000                               | 1,000              | 6,000                               | 2,000                 | 3,000                               | 1,000              | 500                | 2,000                               | 3,000                    | 2,000                   | 6,300                          |
| 250                                 | 2,250              | 6,750                               | 1,500              | 6,000                               | 1,500              | 6,750                               | 2,250                 | 9,000                               | 1,500              | 750                | 7,500                               | 3,750                    | 2,250                   | 7,500                          |
| 400                                 | 10,600             | 26,200                              | 8,900              | 24,700                              | 9,600              | 26,800                              | 13,800                | 35,600                              | 9,600              | 7,900              | 33,500                              | 14,500                   | 11,100                  | 33,300                         |
| 100                                 | 147,000            | 153,000                             | 154,000            | 165,000                             | 178,000            | 190,000                             | 140,000               | 161,000                             | 81,000             | 122,000            | 147,000                             | 81,000                   | 171,000                 | 179,000                        |
| 350                                 | 2,000              | 7,650                               | 7,700              | 8,250                               | 8,900              | 9,500                               | 7,000                 | 8,050                               | 4,050              | 6,100              | 7,350                               | 4,050                    | 8,550                   | 8,950                          |
| 300                                 | 1,300              | 1,300                               | 1,300              | 1,300                               | 1,300              | 1,300                               | 1,300                 | 1,300                               | 1,300              | 1,300              | 1,300                               | 1,300                    | 1,300                   | 1,300                          |
| 300                                 | 10,500             | 10,500                              | 10,500             | 12,250                              | 14,000             | 14,000                              | 12,250                | 12,250                              | 12,250             | 12,250             | 12,250                              | 12,250                   | 12,250                  | 12,250                         |
| 300                                 | 4,500              | 4,500                               | 4,500              | 4,500                               | 4,500              | 4,500                               | 4,500                 | 4,500                               | 4,500              | 4,500              | 4,500                               | 4,500                    | 4,500                   | 4,500                          |
| 250                                 | 1,250              | 1,250                               | 1,250              | 1,250                               | 1,250              | 1,250                               | 1,250                 | 1,250                               | 1,250              | 1,250              | 1,250                               | 1,250                    | 1,250                   | 1,250                          |
| 250                                 | 1,250              | 1,250                               | 1,250              | 1,250                               | 1,250              | 1,250                               | 1,250                 | 1,250                               | 1,250              | 1,250              | 1,250                               | 1,250                    | 1,250                   | 1,250                          |
| 300                                 | 13,500             | 13,500                              | 13,500             | 13,500                              | 13,500             | 13,500                              | 13,500                | 13,500                              | 13,500             | 13,500             | 13,500                              | 13,500                   | 13,500                  | 13,500                         |



|         | May                | June               | July               | August             | September          | October            | TOTALS         | TOTALS<br>P&L  |
|---------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------|--|
|         | 2<br>66<br>0<br>72 | 2<br>68<br>0<br>72 | 2<br>70<br>0<br>72 | 2<br>72<br>0<br>72 | 2<br>72<br>0<br>72 | 2<br>72<br>0<br>72 | 72<br>72<br>72 | Executed Contracts (2.5/Mo.)<br>Cumulative Contracts<br>Construction Starts<br>Cumulative Starts<br>Settlements<br>Cumulative Settlements<br>Units Completed |
| 65      |                    | 70<br>72           | 72                 | 72                 | 72                 | 72                 |                |  |
|         |                    | 732,900            |                    |                    | 209,400            |                    | 7,534,700      | SOURCES<br>Sales at \$104,700<br>Telephone Co. Refunds<br>Loan Proceeds-Land<br>Loan Proceeds-Take Back<br>Loan Proceeds-Const.                              |
| 158,200 | 79,600             |                    |                    |                    |                    |                    | 13,435,400     | TOTAL PROCEEDS   |
| 158,200 | 812,700            | 0                  | 0                  | 209,400            |                    |                    | 1,863,000      | APPLICATION OF FUNDS   |
|         |                    |                    |                    |                    |                    |                    | 50,173         | Lot Costs  |
|         |                    |                    |                    |                    |                    |                    | 9,000          | Closing Costs  |
|         |                    |                    |                    |                    |                    |                    | 53,040         | Legal  |
|         |                    |                    |                    |                    |                    |                    | 1,250          | Harford Co. Fee at \$740/Unit  |
|         |                    |                    |                    |                    |                    |                    | 12,000         | H.O.A. Fee   |
|         |                    |                    |                    |                    |                    |                    | 23,800         | Real Estate Taxes  |
|         |                    |                    |                    |                    |                    |                    | 7,500          | Liability Insurance  |
|         |                    |                    |                    |                    |                    |                    |                | Site Maintenance   |
| 250     |                    |                    |                    |                    |                    |                    |                | TOTALS   |
| 850     | 850                | 850                | 850                | 850                | 2,000              | 850                | 2,019,763      | ADMINISTRATIVE EXPENSE   |
| 300     | 300                | 300                | 300                | 300                | 500                | 500                | 21,500         | Accounting   |
|         |                    |                    |                    |                    | 500                | 500                | 33,600         | Office Staff   |
|         |                    |                    |                    |                    | 500                | 500                | 20,000         | Office Misc.   |
| 1,400   | 1,150              | 1,150              | 1,150              | 2,850              |                    |                    | 75,100         | TOTALS   |
|         |                    |                    |                    |                    |                    |                    |                | SALES AND MARKETING  |
| 500     | 500                | 500                | 500                | 2,000              |                    |                    | 16,500         | Model Home Decorating  |
| 1,000   | 500                | 500                | 500                | 500                | 2,000              |                    | 25,700         | Furniture & Trailer Rental   |
| 500     | 500                | 500                | 500                | 500                | 500                |                    | 14,000         | Sales Aids   |
| 2,000   | 1,500              | 1,500              | 1,500              | 3,000              |                    |                    | 53,200         | Staff Salary   |
|         |                    |                    |                    |                    |                    |                    | 50,400         | Sales Manager Salary   |
|         |                    |                    |                    |                    |                    |                    | 64,800         | Sales Manager Commissions  |
|         |                    |                    |                    |                    |                    |                    | 9,000          | Sales G & R  |
|         |                    |                    |                    |                    |                    |                    | 45,000         | Coop Comm. at \$2,500/Unit   |
|         |                    |                    |                    |                    |                    |                    | 64,800         | End Loan Buy-Dn at \$900/Unit  |
|         |                    |                    |                    |                    |                    |                    | 41,000         | Advertising  |
|         |                    |                    |                    |                    |                    |                    | 108,000        | Sales Management Fee   |
|         |                    |                    |                    |                    |                    |                    |                | TOTALS   |
| 8,200   | 27,900             | 8,200              | 4,600              | 8,900              | 1,900              |                    | 492,400        | CONSTRUCTION COSTS   |
|         |                    |                    |                    |                    |                    |                    |                | Construction at \$50,000/Unit  |
| 122,000 | 98,000             |                    |                    |                    |                    |                    | 3,600,000      | Architectural  |
|         |                    |                    |                    |                    |                    |                    | 6,000          | Site Engineering   |
| 6,100   | 4,900              |                    |                    |                    |                    |                    | 180,000        | Const. Manage. Fee (5%)  |
| 450     |                    |                    |                    |                    |                    |                    | 30,000         | Site G & R   |
|         |                    |                    |                    |                    |                    |                    | 126,000        | Connect. Fee (\$1,750/Unit)  |
|         |                    |                    |                    |                    |                    |                    | 21,600         | BGE Fee (\$300/Unit)   |
|         |                    |                    |                    |                    |                    |                    | 18,300         | Tel. Co. Dep. (\$255/Unit)   |
|         |                    |                    |                    |                    |                    |                    | 112,500        | Supervision  |
| 4,500   |                    |                    |                    |                    |                    |                    | 28,750         | Clean-Up Labor   |
| 1,250   |                    |                    |                    |                    |                    |                    | 25,000         | Carpentry Punch Out  |
| 1,250   | 2,500              | 2,500              | 2,500              | 11,250             |                    |                    | 37,500         | Call Back  |
|         |                    |                    |                    |                    |                    |                    | 13,000         | Model Enhancement  |
|         | 7,500              |                    |                    |                    |                    |                    | 34,500         | Const Ln Fee (1 1/2%-\$900K)   |

|                           |         |          |          |          |          |           |           |           |           |           |         |       |
|---------------------------|---------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|---------|-------|
| TOTALS                    | 1,000   | 5,000    | 20,500   | 51,350   | 91,700   | 180,100   | 222,300   | 201,500   | 250,850   | 179,450   | 162,650 | 179,  |
| GRAND TOTALS              | 1,000   | 16,900   | 38,200   | 61,600   | 104,650  | 970,490   | 252,600   | 220,950   | 276,900   | 207,900   | 176,250 | 218,  |
| C/F After Proceeds        | (1,000) | (16,900) | (38,200) | 6,800    | (36,250) | (40,490)  | 370,700   | (16,950)  | 623,100   | 556,500   | 27,750  | 551,  |
| Construction Loan Payback |         |          |          |          |          |           | (236,800) |           | (355,200) | (355,200) |         | (355, |
| Land Loan Payback         |         |          |          |          |          |           | (96,800)  |           | (145,200) | (145,200) |         | (145, |
| Land Loan Interest Paid   |         |          |          |          |          |           | (7,260)   | (6,292)   | (6,292)   | (4,840)   | (3,388) | (3,   |
| C/F                       | (1,000) | (16,900) | (38,200) | 6,800    | (36,250) | (40,490)  | 29,840    | (23,242)  | 116,408   | 51,260    | 24,362  | 47,   |
| Cumulative C/F            | (1,000) | (17,900) | (56,100) | (49,300) | (85,550) | (126,040) | (96,200)  | (119,442) | (3,034)   | 48,226    | 72,588  | 120,  |
| Interest on Constr. Loan  |         |          |          |          |          |           |           |           |           |           |         |       |

|     |         |           |         |           |         |           |         |           |          |         |           |          |         |           |
|-----|---------|-----------|---------|-----------|---------|-----------|---------|-----------|----------|---------|-----------|----------|---------|-----------|
| 450 | 165,900 | 180,700   | 184,750 | 206,650   | 196,450 | 223,050   | 156,550 | 178,600   | 113,850  | 137,650 | 175,500   | 106,650  | 189,100 | 209,750   |
| 600 | 180,150 | 217,230   | 198,100 | 803,994   | 210,750 | 256,500   | 184,180 | 219,600   | 126,100  | 155,360 | 798,659   | 130,660  | 205,650 | 247,500   |
| 400 | 23,650  | 547,170   | 17,300  | 496,806   | 38,650  | 647,400   | (3,360) | 801,700   | (48,300) | 2,820   | 635,441   | (50,880) | 32,350  | 645,000   |
| 200 |         | (355,200) |         | (355,200) |         | (414,400) |         | (473,600) |          |         | (414,400) |          |         | (414,400) |
| 200 |         | (145,200) |         | (150,000) |         | (175,000) |         | (200,000) |          |         | (180,600) |          |         | (180,600) |
| 308 | (1,936) | (1,936)   | (484)   | (484)     | (4,234) | (4,234)   | (2,484) | (2,484)   | (484)    | (484)   | (484)     | (4,096)  | (4,096) | (4,096)   |
| 612 | 21,914  | 44,834    | 16,816  | (8,878)   | 34,416  | 53,766    | (5,664) | 125,616   | (46,784) | 2,336   | 39,967    | (54,976) | 28,254  | 45,904    |
| 200 | 142,114 | 186,948   | 203,764 | 194,886   | 229,302 | 283,068   | 277,204 | 402,620   | 354,036  | 356,372 | 396,329   | 341,353  | 369,607 | 415,511   |

|         |           |          |          |          |             |           |                           |
|---------|-----------|----------|----------|----------|-------------|-----------|---------------------------|
| 136,800 | 112,900   | 2,500    | 2,500    | 11,250   | 4,237,150   | 4,218,850 | TOTALS                    |
| 148,400 | 143,450   | 13,350   | 11,450   | 23,150   | 6,824,413   | 6,806,113 | GRAND TOTALS              |
| 9,800   | 669,250   | (13,350) | (11,450) | 186,250  | 6,610,987   |           | C/F After Proceeds        |
|         | (414,400) |          |          | (19,996) | (4,163,996) |           | Construction Loan Payback |
|         | (180,600) |          |          | (48,400) | (1,792,600) |           | Land Loan Payback         |
| (2,290) | (2,290)   | (484)    | (484)    | (484)    | (69,508)    | 69,508    | Land Loan Interest Paid   |
| 7,510   | 71,960    | (13,834) | (11,934) | 117,370  |             |           | C/F                       |
| 423,021 | 494,981   | 481,147  | 469,213  | 586,583  |             |           | Cumulative C/F            |
|         |           |          |          | 584,683  |             |           | Interest on Constr. Loan  |
|         |           |          |          |          |             | 74,400    |                           |
|         |           |          |          |          |             | 6,950,021 |                           |

Grand Total Expenses



STATE OF MARYLAND

## State Department of Assessments and Taxation

Gens L. Burner, Director

DOCUMENT CODE

BUSINESS CODE

COUNTY

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

20 \_\_\_\_\_ Organ. & Capitalization  
61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
62 \_\_\_\_\_ Rec. Fee (Amendment)  
63 \_\_\_\_\_ Rec. Fee (Merger or  
Consolidation)  
64 \_\_\_\_\_ Rec. Fee (Transfer)  
65 \_\_\_\_\_ Rec. Fee (Dissolution)  
66 \_\_\_\_\_ Rec. Fee (Revival)  
52 \_\_\_\_\_ Foreign Qualification  
50 \_\_\_\_\_ Cert. of Qual. or Reg.  
51 \_\_\_\_\_ Foreign Name Registration  
13 \_\_\_\_\_ Certified Copy  
56 \_\_\_\_\_ Penalty  
54 \_\_\_\_\_ For. Supplemental Cert.  
53 \_\_\_\_\_ Foreign Resolution  
73 \_\_\_\_\_ Certificate of Conveyance

Name Change  
(New Name) \_\_\_\_\_

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent  
Address

Resignation of Resident Agent

76 \_\_\_\_\_ Certificate of Merger/Transfer

75 \_\_\_\_\_ Special Fee  
80 \_\_\_\_\_ For. Limited Partnership  
83 50 \_\_\_\_\_ Cert. Limited Partnership  
84 \_\_\_\_\_ Amendment to Limited  
Partnership  
85 \_\_\_\_\_ Termination of Limited  
Partnership  
21 \_\_\_\_\_ Recordation Tax  
22 \_\_\_\_\_ State Transfer Tax  
23 \_\_\_\_\_ Local Transfer Tax  
31 \_\_\_\_\_ Corp. Good Standing  
NA \_\_\_\_\_ Foreign Corporation  
Registration  
87 \_\_\_\_\_ Limited Part. Good Standing  
71 \_\_\_\_\_ Financial

Personal

Property Reports and  
late filing  
penalties

70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.

91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.

Other \_\_\_\_\_

Other \_\_\_\_\_

TOTAL  
FEES50

Check

Cash

Documents on

checks

APPROVED BY:

[Signature]

Code \_\_\_\_\_

ATTENTION:

George A. Shehan

MAIL TO ADDRESS:

American Landmark  
1326 Bennett Pl.  
Bel Air, Md.  
21014

NOTE:

Per. Mr. Shehan, date  
Term of ptwshp - June 15-89  
add P.O. & R.A.A.  
Mell.

2150 0789



CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
C.W. LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND JUNE 15, 1989 AT 11:40 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$

M2824373

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
GEORGE A. SHEHAN  
AMERICAN LANDMARK  
1326 BENNETT PL.  
BEL AIR

MD 21014

005C3030317

A 300432

REC'D & RECORDED CGH  
NO 6 FOLIO 1

1989 OCT 13 PM 1:50

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO.

HARFORD CO  
CLERK



## CERTIFICATE OF LIMITED PARTNERSHIP

APPROVED FOR FILING

7/19/89 at 12:47

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 19th day of July, 1989, by the undersigned general partner.

## W I T N E S S E T H :

BISHOP MANAGEMENT COMPANY, INC., a Maryland corporation, sole general partner of 1500 South Philadelphia Boulevard Limited Partnership, hereby certifies that:

1. The name of the limited partnership shall be "1500 South Philadelphia Boulevard Limited Partnership".

2. The address of the principal office of 1500 South Philadelphia Boulevard Limited Partnership is 1500 South Philadelphia Boulevard, Aberdeen, Maryland 21001. The name and address of the resident agent of 1500 South Philadelphia Boulevard Limited Partnership in this State are Judith C.H. Cline, 30 Office Street, Bel Air, Maryland 21014.

3. The name of the sole general partner of 1500 South Philadelphia Boulevard Limited Partnership is Bishop Management Company, Inc., and the name and address of the resident agent of Bishop Management Company, Inc. are Judith C.H. Cline, 30 Office Street, Bel Air, Maryland 21014.

4. 1500 South Philadelphia Boulevard Limited Partnership shall be dissolved not later than the close of business on December 31, 2004.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed as of this 19th day of July, 1989.

GENERAL PARTNER:

BISHOP MANAGEMENT COMPANY, INC.

By

O.H. Bishop, Jr., President

Resident Agent:

Judith C. H. Cline  
30 Office Street  
Bel Air, Maryland 21014

9201051

RECEIVED  
'89 JUL 19 PM 12 47  
STATE DEPT. OF  
ASSESSMENTS & TAXATION



STATE OF MARYLAND

## State Department of Assessments and Taxation

Geno L. Burner, Director

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

|    |       |                                    |
|----|-------|------------------------------------|
| 20 | _____ | Organ. & Capitalization            |
| 61 | _____ | Rec. Fee (Arts. of Inc.)           |
| 62 | _____ | Rec. Fee (Amendment)               |
| 63 | _____ | Rec. Fee (Merger or Consolidation) |
| 64 | _____ | Rec. Fee (Transfer)                |
| 65 | _____ | Rec. Fee (Dissolution)             |
| 66 | _____ | Rec. Fee (Revival)                 |
| 52 | _____ | Foreign Qualification              |
| 50 | _____ | Cert. of Qual. or Reg.             |
| 51 | _____ | Foreign Name Registration          |
| 13 | _____ | Certified Copy _____               |
| 56 | _____ | Penalty                            |
| 54 | _____ | For. Supplemental Cert.            |
| 53 | _____ | Foreign Resolution                 |
| 73 | _____ | Certificate of Conveyance          |

Name Change

(New Name) \_\_\_\_\_

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent Address

Resignation of Resident Agent

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |       |   |
|-----|-------|---|
| 75  | _____ | Special Fee   |
| 80  | _____ | For. Limited Partnership                            |
| 83  | 50    | Cert. Limited Partnership                           |
| 84  | _____ | Amendment to Limited Partnership                    |
| 85  | _____ | Termination of Limited Partnership                  |
| 21  | _____ | Recordation Tax                                     |
| 22  | _____ | State Transfer Tax                                  |
| 23  | _____ | Local Transfer Tax                                  |
| 31  | _____ | Corp. Good Standing                                 |
| NA  | _____ | Foreign Corporation Registration                    |
| 87  | _____ | Limited Part. Good Standing                         |
| 71  | _____ | Financial   |
| 600 | _____ | Personal Property Reports and late filing penalties |

Code

139

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

NOTE: \_\_\_\_\_

TOTAL FEES

80

Check

Cash

2

Documents on

1

checks

APPROVED BY:

A



CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
1500 SOUTH PHILADELPHIA BOULEVARD LIMITED  
PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND JULY 19, 1989 AT 12:47 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$

M2832889

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
STARK AND KEENAN  
30 OFFICE STREET  
BEL AIR

MD 21014



016C3031615

A 301593  
REC'D & RECORDED *CGN*  
NO *6* FOLIO *21*

RECORDED IN THE RECORDS OF THE 1989 OCT 13 PM 1:51  
STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, FOLIO. CHARLES G. HOBBS, JR. 195  
CLERK

VILLAGE MARKET CENTER LIMITED PARTNERSHIP  
CERTIFICATE AND  
AGREEMENT OF LIMITED PARTNERSHIP

The following is the Certificate and Agreement of Village Market Center Limited Partnership, a limited partnership formed under and to be governed by the Maryland Revised Uniform Limited Partnership Act. The effective date of this Certificate and Agreement of Limited Partnership is February 5, 1988.

In consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I

Defined Terms

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article I.

"Act" means the Maryland Revised Uniform Limited Partnership Act, as amended from time to time.

"Additional General Partner" means any Person who is admitted to the Partnership as an Additional General Partner under the provisions of Article VI after the date of this Agreement.

"Additional Limited Partner" means any Person who is admitted to the Partnership as an Additional Limited Partner under the provisions of Article VII after the date of this Agreement.

"Affiliate" or "Affiliated Person" means, when used with reference to a specified Person, (i) any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person or any of its members, partners, shareholders, officers, directors or trustees, (ii) any Person who is a member, shareholder, officer, director, partner, or trustee of, or serves in a similar capacity with respect to, the specified Person, or of which the specified Person or any of its members, partners, shareholders, officers, directors or trustees is a member, shareholder, officer, director, partner or trustee, or serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of 5% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person, or of which the specified Person or any of its members, partners, shareholders, officers, directors or trustees is directly or indirectly the owner of five percent (5%) or more of any class of its equity securities and (iv) any Family Member of the specified Person or any of its members, partners, shareholders, officers, directors or trustees.

"Agreement" means this Certificate and Agreement of Limited Partnership as originally executed and as amended from time to time, as the context requires. Words such as "herein", "hereinafter", "hereto", "hereby" and "hereunder", when used with reference to this Agreement, refer to this Agreement as a whole unless the context otherwise requires.

"Alliance Group" means Alliance Property Corporation, S. Chandler Sweetser, Jr. and Bertrand A. Mason.

"Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

(i) To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 4.5(c) hereof, and the amount of any Partnership liabilities assumed by such Partner or which are secured by any Property distributed to such Partner;

(ii) To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 4.5(c) hereof, and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

(iii) In the event any Interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

(iv) In determining the amount of any liability for purposes of subsections (i) and (ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Managing General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership or the Partners), are computed in order to comply with such Regulations, the Managing General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner upon the dissolution of the Partnership. The Managing General Partner also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

"Capital Contribution" means, with respect to any Partner, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Partnership interest held by such Partner pursuant to the terms of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).



"Consent" means either the written consent of a Person, or the affirmative vote of such Person at a meeting duly called and held pursuant to this Agreement, as the case may be, to do the act or thing for which the consent is required or solicited, or the act of granting such consent, as the context may require. Reference to the consent of a stated percentage in interest of the Partners (or a class of Partners) means the consent of so many of the Partners (or Partners of such class) not then in Default under this Agreement whose combined Interests represent such stated percentage of the total Interests of the Partners (or a majority by Percentage Interest of the class of Partners) not then in Default, or such higher percentage as is required by applicable law.

"Default" means the failure of any Partner to satisfy an obligation to the Partnership required of it within fifteen (15) days of the date any such obligation is due to be satisfied.

"Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managing General Partner.

"Entity" means any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, association or other form of organization.

"Equity Preference" means an amount equal to the excess of (a) the combined fair market value of the Land and Improvements as determined in accordance with an appraisal dated September 1987, prepared by Page Appraisal Co., over (b) the outstanding principal balance with accrued but unpaid interest on the Existing Loan, as of the date the Partnership acquires the Land. The Equity Preference (or any unrepaid portion thereof from time to time) will accrue interest at the rate of ten percent (10%) per annum, simple, until repaid in accordance with the provisions of Article IV hereof, which interest shall be considered part of the Equity Preference for purposes hereof. The accrual of interest on the Equity Preference will commence on that date which is the earlier of the date on which eighty percent (80%) of the space in the Project is occupied by tenants or that date which is eighteen (18) months from and after the start of construction of the Project. If the Partnership decides to construct the Project in one or more phases the accrual of interest on the Equity Preference shall be modified proportionately, based on the ratio of the gross square footage of the building(s) which are constructed in any one phase to the gross square footage of all buildings which are envisioned as part of the Project. For example, assume the Project were to be constructed in the following three phases: phase 1 have a 30,000 square foot building; phase 2 have a 12,000 square foot building; and phase 3

have two small buildings comprising 8,000 square feet. Then, in this example, when the interest accrual standards were satisfied with respect to phase 1 interest would commence accruing on 60% of the Equity Preference; when these standards were satisfied with respect to phase 2 interest would commence accruing on an additional 24% of the Equity Preference; and when these standards were satisfied with respect to phase 3 interest would commence accruing on the final 16% of the Equity Preference. References to an unreturned Equity Preference mean a Partner's Equity Preference less all cash amounts previously distributed to him pursuant to Sections 4.1(C)(4), 4.2(1) and (2) and 4.3(A)(1).

"Existing Loan" means that certain loan in the outstanding principal amount of Five Hundred Ninety-Nine Thousand and No/100 Dollars (\$599,000.00) made to Harford Land Co. by John Hanson Savings Bank FSB and secured by a first lien deed of trust encumbering the Land and Improvements. The terms of the loan include a prepayment penalty, prohibition against the transfer of the Land and existing Improvements without the prior approval of the lender and restrictions on the assignability of the Leases (hereinafter defined).

"Family Member" means, with respect to any individual, his spouse, brothers, sisters, ancestors and descendants.

"General Partner" means any Person designated as a General Partner in Exhibit "A" hereto and any Person who becomes a Successor or Additional General Partner as provided herein, in each such Person's capacity as a General Partner of the Partnership.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership;

(2) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Managing General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of Property as consideration for an interest in the Partnership if the Managing General Partner reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(3) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(4) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts

pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Article 1 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Subsection (4) to the extent the Managing General Partner determines that an adjustment pursuant to Subsection (2) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Subsection(4).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsections (1), (2) or (4) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Harford" means Harford Land Company, a Maryland corporation, the stock of which is wholly owned by N. Joseph Lee, III.

"Improvements" means any buildings, structures and other improvements now or hereafter erected or constructed on the Land from time to time.

"Insolvency" means, with respect to any person, any of the following: (i) making an assignment for the benefit of creditors; (ii) filing a voluntary petition in bankruptcy; (iii) being adjudged bankrupt or insolvent or having entered against such Person an order of relief in any bankruptcy or insolvency proceedings; (iv) filing a petition or answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) filing an answer or other pleading admitting or failing to contest the material allegations or a petition filed against such Person seeking any reorganization, arrangement, composition, readjustment, liquidation, or dissolution of such Person, or any similar relief under any statute, law or regulation; (vi) seeking, consenting to, or acquiescing in, the appointment of a trustee, receiver or liquidator of all or any substantial part of such Person's properties; or (vii) the continuation of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, for one hundred twenty (120) days after the commencement thereof or the appointment of a trustee, receiver, or liquidator for all or any substantial part of such Person's properties without such Person's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated.

"Interest" means the entire ownership interest (which may be segmented into and/or expressed as a percentage of various rights and/or liabilities) of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement and of the Act.

"Land" means the parcels of real property located in Harford County, Maryland, upon which the Improvements are to be constructed.

"Lee" means N. Joseph Lee, III, a resident of Harford County, Maryland.

"Lee Group" means Harford and Lee.

"Limited Partner" means any Person who is designated as a Limited Partner in Exhibit "A" at the time of reference thereto, and any Person who becomes a Successor or Additional Limited Partner as provided herein, in such Person's capacity as a Limited Partner of the Partnership.

"Loan" means any primary or secondary financing obtained from a lender on behalf of the Partnership by the Managing General Partner for the development, construction and operation of the Project or for any other Partnership purpose, but excluding any financing provided by a General Partner, Limited Partner or any Affiliated Person of any Partner.

"Managing General Partner" means Alliance Property Corporation.

"Minimum Gain" means the amount of gain which would be realized by the Partnership, within the meaning of Treas. Reg. §1.704-1(b)(4)(iv).

"Net Cash Flow" means all cash funds derived from operations of the Partnership (including interest received on any reserves), without reduction for any noncash charges, but less cash funds used to pay, or establish reasonable reserves for, development and construction costs, expenses, fees, commissions, debt payments and replacements. In no event shall Net Cash Flow be deemed to include amounts distributable under Section 4.1 or 4.2 hereof.

"Notification" or "Notice" means a writing, containing the information required by this Agreement to be communicated to any Person, sent in accordance with Section 10.3 hereof.

"Partner" means any General Partner or Limited Partner.

"Partnership" means the limited partnership formed in accordance with this Agreement, as said limited partnership may from time to time be constituted.

"Percentage Interest" means the percentage set forth opposite each Partner or Exhibit "A" hereof and shall mean the particular share of each Partner in various Partnership rights and/or liabilities, in the context in which the term is used.

"Person" means any individual or Entity.

"Profit" and "Loss" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Subsection shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to

Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Subsection shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Subsections (2) or (3) of the Gross Asset Value definition, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses.

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period; and

(vi) Notwithstanding any other provision of this subsection, any items which are specially allocated pursuant to Section 4.5(c) hereof shall not be taken into account in computing Profits or Losses.

"Project" means the Land, Improvements, personal property and any other assets of the Partnership located upon the Land. A preliminary plan calls for the Project principally to consist of approximately 50,000 square feet of mixed use retail and office space together with related amenities.

"Sale" means any Partnership transaction resulting in the receipt of cash or other consideration (other than the receipt of Capital Contributions) not in the ordinary course of its business, including, without limitation, sales or exchanges or other dispositions of real or personal property not in the ordinary course of business, condemnations, recoveries of damage awards and insurance proceeds (other than business or rental interruption insurance proceeds), but excepting any borrowing or mortgage refinancings.

"Section 754 Election" means the election provided for under Section 754 of the Code.

"Substantial Completion of the Project" means substantial completion of the entire Project, as defined in the loan agreement and associated financing documents entered into by the Partnership and its development/construction lender.

"Substitute Limited Partner" means any Person who is admitted to the Partnership as a Substitute Limited Partner under the provisions of Article VII after the date of this Agreement.

"Successor General Partner" means any Person who is admitted as a Successor General Partner to the Partnership under the provision of Article VI after the date of this Agreement.



"Tax Matters Partner" means the General Partner designated in Section 5.1 as the tax matters partner as defined in Section 6231(a)(7) of the Code.

END OF ARTICLE I

## ARTICLE II

Name; Continuation; Purpose; Term; Etc.

Section 2.1 Name; Formation; Continuation

The parties hereto hereby form the limited partnership known as "VILLAGE MARKET CENTER LIMITED PARTNERSHIP." The name "VILLAGE MARKET CENTER LIMITED PARTNERSHIP" shall be used at all times in connection with the Partnership's business and affairs.

Section 2.2 Principal Office; Resident Agent

The principal office of the Partnership shall be c/o ALLIANCE PROPERTY CORPORATION, 1460 Ritchie Highway, Arnold, Maryland 21012. The Managing General Partner may at any time change the location of such principal offices and may establish such additional offices as they shall deem advisable. Notification of any change in the location of the principal offices shall be given to the Partners on or before the date of any such change. The resident agent for the Partnership in the State of Maryland shall be Bertrand A. Mason, c/o Alliance Property Corporation, 1460 Ritchie Highway, Arnold, Maryland 21012. ✓

Section 2.3 Purposes

The purpose of the Partnership is to acquire, invest in, encumber, develop, hold, operate, lease, sell, dispose of and otherwise deal with the Land and the Project as income-producing property, to do anything and carry on any business permitted by the Act, and to do all things necessary, convenient or incidental to the achievement of the foregoing.

Section 2.4 Term

The Partnership shall continue until December 31, 2030, unless the Partnership is sooner dissolved in accordance with the provisions of this Agreement.

Section 2.5 Recording of Agreement

The General Partner shall take all necessary actions to maintain the Partnership in good standing as a limited partnership under the Act, including, without limitation, the filing of this Agreement and such amendments and certificates as may be necessary under the Act.

END OF ARTICLE II

## ARTICLE III

Partners; CapitalSection 3.1 General Partner

The name, address and Capital Contribution of the General Partner in its capacity as a General Partner is set forth on Exhibit "A".

Sections 3.2 Limited Partner

The name, address and Capital Contribution of each Limited Partner in his or its capacity as Limited Partner is set forth on Exhibit "A".

Section 3.3 Partnership Capital

A. Concurrently with the signing of this Agreement, the Partners are making their respective Capital Contributions as set forth in Exhibit "A" and pursuant to Section 3.5(B) hereof.

B. No Partner shall be paid interest on its Capital Contribution except as otherwise provided in this Agreement.

C. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw, or receive any return of, his Capital Contribution.

D. Under circumstances requiring a return of its Capital Contribution, no Partner shall have the right to receive property other than cash.

E. No General Partner shall have any personal liability for the repayment of the Capital Contribution of any Limited Partner except as otherwise provided in this Agreement.

F. A Limited Partner (including one which is also a General Partner, but only in its capacity as Limited Partner) shall have no obligation to provide capital to the Partnership other than as set forth in Exhibit "A", to loan money to the Partnership or to become liable, as maker, guarantor or otherwise, under the terms of or on account of any Partnership financing, except as set forth in Section 3.4 hereof.

G. A General Partner shall have no obligation to provide capital to the Partnership other than as set forth in Exhibit "A", except as specifically provided herein or as may be required by applicable law.

Section 3.4 Partnership Loans

A. Subject to the provisions of Section 5.2C hereof, the Managing General Partner, on behalf of the Partnership, shall endeavor to obtain the maximum amount of financing from commercial banks and/or lending institutions to pay, or reimburse the Partnership for, the costs of developing the Project. The Managing General Partner shall use commercially reasonable efforts, for and on behalf of the Partnership, to obtain nonrecourse permanent financing for the Project and portions thereof. Additionally, in the event that at any

time (or from time to time) additional funds are required by the Partnership, as determined in accordance with the provisions of Section 5.2C hereof, for or in respect of its business or any of its obligations, expenses, costs, liabilities or expenditures (including without limitation of the generality of the foregoing, real estate taxes, interest and principal payments, and capital and operating deficits), the Managing General Partner shall use commercially reasonable efforts, for and on behalf of the Partnership, to borrow such funds, with interest payable at then prevailing rates, from commercial banks, savings and loan associations and/or lending institutions or other persons, other than any one or more of the Partners or their affiliates. The Partners (both general and limited) and each of them shall provide such payment, completion and performance guarantees as shall be required in connection with loans to the Partnership (excluding loans by Partners) and any other agreements to which the Partnership is a party; and the Partners (jointly and severally) shall indemnify each other and hold each other harmless against the repayment of Partnership loans and the obligations or such other guarantees to the extent (i) the assets of the Partnership are insufficient to satisfy such loans and guarantees, and any costs, including reasonable attorneys' fees, to collect such payment and (ii) a Partner's share of such losses and costs would exceed its Interest in the Partnership. Payments made by a Partner (or any of the partners of a Partner) under any loan or other guarantee of Partnership obligations shall constitute a loan to the Partnership. All loan commitment and placement fees, points, loan origination fees and other expenses of such institutional financing shall be paid by the Partners, as loans to the Partnership, to the extent funds are not currently available to pay such expenses out of the proceeds of such financing.

B. Except as provided in Section 3.4A, the Partners may, but shall have no obligation to, lend to the Partnership from time to time such funds as they deem necessary or advisable for operational and working capital purposes. Any loans made by a Partner pursuant to this section 3.4 B shall be evidenced by a promissory note of the Partnership, and shall not be secured by any lien or other charge on any assets of the Partnership. Such loans shall not be considered Capital Contributions and shall not increase the Capital Account of the lending Partner. All such loans by Partners shall bear interest at two (2) points above the then prime rate of the Maryland National Bank or its successor and shall be repayable in accordance with Article IV.

Section 3.5 Contractual Undertakings of the General Partners

A. Subject to the provisions of Article V, the Managing General Partner shall perform for the Partnership, in accordance with sound management practices, all services necessary or desirable for the proper management and operation of the Partnership's business, including, without limitation, the following:

(1) The Managing General Partner may contract with any Person, firm or corporation, including, without limitation, any of the Partners and any firm or corporation which is an Affiliate of any of the Partners, at reasonable and competitive rates of compensation, commission or remuneration, for the performance of any and all services which may at any time be necessary, proper, convenient or advisable to carry on the business of the Partnership.

(2) The Partnership shall engage the Managing General Partner, in its own right and not as a Partner, or its Affiliate to provide development services for the Partnership including, but not limited to, construction, oversight and the obtaining of necessary approval and permits for the development of the Project and such other services as shall be set forth in a separate written agreement between the Partnership and the Managing General Partner. The Managing General Partner shall be paid a fee by the Partnership for such development services equal to five percent (5%) of the total costs for the construction and development of the Project as shown on a construction budget to be prepared by the Partnership for the development and/or construction loan for the Project, excluding the cost of acquiring the Land. The fee for such development services shall be paid out of the first available Project financing proceeds.

(3) The Managing General Partner may engage real estate brokers to act as leasing agents for the Project and real estate managers for the Project; provided, however, that these services may be provided by the General Partners, or their Affiliates.

B. (1) (i) At settlement upon the initial Project financing for the development and construction of the Project (the "Closing"), Harford shall, by special warranty deed, convey, transfer and contribute to the Partnership, all of its right, title and interest in and to the Land and Improvements free of liens and encumbrances and subject only to (i) the Existing Loan, (ii) existing leases for tenants in the Improvements (the "Leases") and (iii) those encumbrances set forth in Exhibit "B" attached to and made a part of this Agreement ((i), (ii) and (iii) hereinafter collectively the "Permitted Encumbrances"). All costs of conveyance of the Land to the Partnership including, but not limited to, State and County recordation and transfer taxes, title insurance premiums, survey costs, and legal fees (collectively, "Closing Costs") shall be paid out of proceeds of the initial Project financing for the development and construction of the Project.

(ii) Real estate taxes, usual water and sewer annual front-foot benefit charges, special assessments, utility charges, pre-paid insurance, rents and operating expenses are to be adjusted to the date of this Agreement and thereafter assigned to, and assumed and paid for by, the Partnership. However, if any special assessment exists as of the date of this Agreement, whether levied or not, and whether payable in one lump sum or in installments, such special assessments, shall be paid by Lee or credited against the Equity Preference.

(iii) At Closing, Harford shall assign to the Partnership, free of liens and encumbrances, the Leases, together with any and all security deposits thereunder and all permits, guarantees and warranties affecting in any manner, the Land and Improvements; the form of such assignment shall be provided by Alliance and reasonably approved by Harford.

(iv) Upon due recordation of the deed to the Land, Harford's Capital Account shall be increased by the amount of the Equity Preference. The Partnership shall thereafter assume all of the liabilities of Harford as borrower under the Existing Loan.

(v) Harford hereby grants, to Alliance an option to purchase the Land and Improvements, in the event Harford, for any reason fails to



contribute the Land to the Partnership in accordance with the provisions of this Section 3.5(B). Settlement on the purchase of the Land by Alliance under such option shall be held at a mutually agreeable time and place not later than one hundred eighty (180) days after the date scheduled for Closing by the Managing General Partner. The purchase price for the Land shall be in the amount of Eight Hundred Sixty Thousand and No/100 Dollars (\$860,000.00) and title shall be conveyed subject only to the Permitted Encumbrances provided, however, that any and all mortgages, deeds of trust or monetary liens against the Land and Improvements shall be released as of settlement and a portion of the purchase price may be utilized therefor. Harford and Alliance shall split any and all closing costs related to the sale of the Land and adjustments made as set forth in Section 3.5(B) hereof. Harford shall cause a memorandum of the aforesaid option to be recorded among the land records of Harford County, Maryland.

C. The General Partners may, but shall have no obligation to, attempt to secure tenants for the Project. Where a General Partner is successful in securing a tenant for the Project the Partnership shall compensate the General Partner. The amount of compensation shall be that which is determined by the General Partners to be commercially reasonable. In determining what compensation is commercially reasonable the General Partners shall take into consideration, among other factors, any commissions or fees to be paid to other persons in connection with the same transaction.

#### Section 3.6 Deficit Capital Account Restoration

Upon dissolution of the Partnership, and after the allocation of all Profit and Loss, in accordance with Sections 4.1, 4.3 and 4.5 hereof, and the distribution of all assets of the Partnership in accordance with Section 4.4 of this Agreement, the General Partners shall be obligated to restore any then existing deficit balance in their Capital Account by capital contribution to the Partnership.

#### Section 3.7 Right to Benefit

The provisions of this Article III are not intended to be for the benefit of any creditor or other person (other than a Partner) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Partnership or any of the Partners; and no such creditor or other person shall obtain any right under any such foregoing provision or shall be reason of such provision make any claim in respect to any debt, liability or obligation (or otherwise) against the Partnership or any of the Partners.

#### Section 3.8 Representations and Warranties of Lee and Harford

As of the date hereof, each of the statements in this Section 3.8 shall be a true, accurate and full disclosure of all facts relevant to the matters contained therein, and such warranties and representations shall survive the execution hereof. To induce the other Partners to enter into this Agreement, Lee and Harford hereby jointly and severally represent and warrant that:

A. Harford is a corporation duly organized and validly existing in good standing under the laws of the State of Maryland and has full right, power and authority to be a General Partner in the Partnership as contemplated herein and to convey the Land and Improvements to the Partnership as contemplated by the terms of this Agreement.

B. That at Closing, Harford shall deliver to the Partnership good and marketable fee simple title to the Land and Improvements of record and in fact subject only to the Permitted Encumbrances.

C. There is now no suit, proceeding or litigation pending, or to their knowledge threatened, against or relating to the Land or Harford, nor do Lee or Harford know, or have reasonable grounds to know, of any basis for any such suit, proceeding or litigation; and that there are no judgments of any nature existing against the Land. In the past, the Maryland State Highway Administration unsuccessfully has attempted to require Harford to construct curb, gutter and sidewalk on the land along Route 40 and it may attempt to do so again.

D. They neither have used the Property for the storage, manufacture or disposal of Hazardous Materials (as hereinafter defined) nor have received any notice or information that any other party has done so. If the Partnership discovers within the period of time between the date of this Agreement and the date which is one hundred eighty (180) days following the date of Closing ("Hazardous Materials Review Period") that the Land and/or Improvements do contain Hazardous Materials the Partnership shall give Lee written notice of the existence of Hazardous Materials ("Removal Notice") within ten (10) days after Partnership receives notice of same and Partnership's sole and exclusive remedy for such breach shall be to require them to take such steps to remove such Hazardous Materials from the Property as may be required by standards for hazardous substances removal established by governmental authorities having jurisdiction over the Property with regard to such Hazardous Materials. The representation and warranty contained in this Section 3.8 D and Lee and Harford's liability for any breach hereof shall terminate at the end of the Hazardous Materials Review Period except for their obligation to remove Hazardous Materials from the Property pursuant to a Removal Notice given by the Partnership to them during the Hazardous Materials Review Period. The Partnership hereby waives any and all claims for damages for breach of this representation and warranty, including, without limitation, consequential damages and agrees that its sole and exclusive remedy for a breach of this representation and warranty shall be to require Lee and Harford to remove such Hazardous Materials as provided above. As used herein, the term Hazardous Materials shall mean and refer to hazardous waste as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.) or any other federal, state or local law, ordinance or regulation, including, without limitation, any asbestos or asbestos-related products and any oils or pesticides.

E. There has not been issued either to Lee or Harford or their Affiliates notice of the violation of: (i) any law, ordinance, resolution, statute, rule or regulation of any governmental agency or any quasi-governmental agency with respect to the Land or any part thereof; (ii) any right-of-way, easement or other encumbrance affecting the Land, either as the servient or dominant estate; or (iii) any covenant, restriction or condition imposed upon the Land or any part thereof by any instrument in the chain of title to the land, or otherwise affecting title to the Land (e.g., restrictions in prior deeds in the chain of title to Lee).

F. There are no condemnation or eminent domain proceedings pending or contemplated against the Land or any part thereof or interest therein, and



neither Lee or Harford nor their Affiliates shall have received any notice, oral or written, of the desire of any public authority or other entity to take or use the Land or any part thereof or interest therein.

G. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Lee or Harford is a party; (ii) violate any restrictions to which Lee or Harford is subject; or (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order; provided, however, that in the event the Partnership wishes to assume the Existing Loan various approvals of the lender would be required.

H. That Exhibit "C" attached to and made a part of this Agreement contains a schedule of all of the Leases; true, correct and complete copies of which have been delivered to Alliance simultaneously with the execution hereof. That there exists no default by either Landlord or Tenant under the Leases and no event has occurred which with the passage time would constitute a default thereunder. From and after the date hereof, Harford shall not amend, modify, extend or terminate any of the Leases without the prior written consent of Alliance and shall not accept rent for more than one (1) month in advance from any tenant thereunder.

I. To the best of their and their Affiliates' knowledge and belief, there exists no unrecorded rights-of-way, easements, liens or encumbrances affecting the Land or any part thereof.

J. There exist no contractual or donative commitments relating to the Land which have been made by them or their Affiliates to any governmental authority, quasi-governmental authority, utility company, community association, homeowners' association or to any other organization, group or individual, which would affect the use and occupancy of the Land for commercial development, or would impose any obligation upon the Partners or the Partnership to make any contribution or dedication of money or land, or to construct, install or maintain any improvements of a public or private nature on or off the Land.

K. To the best of their knowledge and belief the zoning for the Land permits the intended re-development of the Land as a mixed use shopping center with office space.

L. To the best of their and their Affiliates' knowledge and belief there are no obstacles to obtaining the necessary governmental approvals of any kind and description by all agencies and authorities with jurisdiction over the development of the Land for the intended development of the Land.

M. To the best of their knowledge and belief sewer, water, gas, electricity and all other utility services are available to serve the Land in sufficient capacity or volume for the contemplated uses of such utilities upon the completion of the development of the Land.

N. To the best of their knowledge and belief the Land is served by public water, sewer, and electric service, all of which are available at or in the immediate vicinity of the Land from a public right-of-way or by virtue of easements to a public right-of-way.



O. That as of the date hereof, the outstanding principal balance of the Existing Loan is in the aggregate amount of Five Hundred Ninety-Nine Thousand and No/100 Dollars (\$599,000.00). Lee will not prepay the Existing Loan without the prior written consent of Alliance.

P. No petition in bankruptcy, or in solvency proceedings are petitioned for the reorganization or the appointment of a receiver or trustee has been filed by or against Lee or Harford nor has Lee or Harford made an assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditors or failed generally to pay its debts as they become due, which a petition, preceeding, assignment or arrangement exist as of the date hereof or if not dismissed within ninety (90) days after the date of such petition, preceeding, assignment or arrangement was filed, served or entered on record.

Q. Lee and Harford, jointly and severally, do hereby agree to indemnify the Partnership and its Partners against any loss or liability, including reasonable court costs and reasonable attorneys' fees, caused by or associated with the breach or failure of any of the aforesaid representations and warranties.

END OF ARTICLE III

date hereof which in the aggregate equal approximately Twenty Thousand and No/100 Dollars (\$20,000.00).

END OF ARTICLE X

IN WITNESS WHEREOF, the parties have executed this instrument effective as of the year and date first above written.

ATTEST OR WITNESS:

Bert Mason

GENERAL PARTNERS:

HARFORD LAND COMPANY

By: [Signature] President

ALLIANCE PROPERTY CORPORATION

By: [Signature]

LIMITED PARTNERS:

Harford Land Company

By: [Signature] President

[Signature]

N. Joseph Lee III

[Signature]

David G. Frantz

[Signature]

S. Chandler Sweetser, Jr.

Bert Mason

Bertrand A. Mason

Bert Mason

Bert Mason

Bert Mason

[Signature]

[Signature]

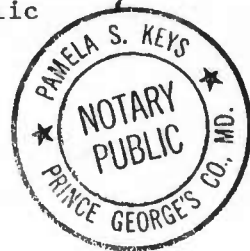
STATE OF MARYLAND )  
 )  
 ) ss.:  
COUNTY OF PRINCE GEORGE'S )

I HEREBY CERTIFY, that on this 17th day of February, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared N. JOSEPH LEE III known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed and swore to the same in the capacities and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Pamela S. Keys  
Notary Public

My commission expires  
MY COMMISSION EXPIRES  
July 1, 1990



STATE OF MARYLAND )  
 )  
 ) ss.:  
COUNTY OF PRINCE GEORGE'S )

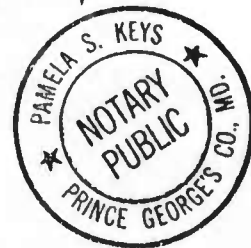
I HEREBY CERTIFY, that on this 15th day of February, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared DAVID G. FRANTZ known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed and swore to the same in the capacities and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Pamela S. Keys  
Notary Public

My commission expires:

MY COMMISSION EXPIRES  
July 1, 1990



STATE OF MARYLAND

)

BOOK

9 499

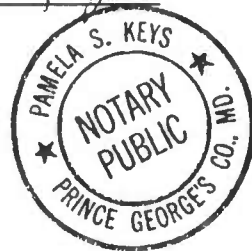
ss.:

COUNTY OF PRINCE GEORGE'S )

I HEREBY CERTIFY, that on this 15th day of February, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared BERTRAND A. MASON known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed and swore to the same in the capacities and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Pamela S. Keys  
Notary Public



My commission expires:

MY COMMISSION EXPIRES

July 1, 1990

STATE OF MARYLAND

)

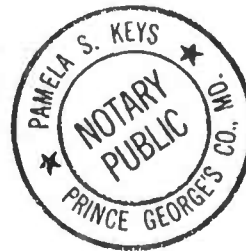
ss.:

COUNTY OF PRINCE GEORGE'S )

I HEREBY CERTIFY, that on this 15th day of February, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared S. CHANDLER SWEETSER, JR. known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed and swore to the same in the capacities and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Pamela S. Keys  
Notary Public



My commission expires:

MY COMMISSION EXPIRES

July 1, 1990

Names, Addresses, Original Capital  
Contributions and Percentage Interests of Partners

The names and home or business addresses of the Partners are set forth below; the amounts contributed by the Partners as their original contributions to the capital of the Partnership and their Percentage Interests in the Partnership are set forth below opposite their names:

| <u>General Partners</u>  | <u>Original Cash Capital Contribution</u> | <u>Percentage Interest</u> |
|--|---|----------------------------|
| Harford Land Company<br>c/o N. Joseph Lee, III<br>624 S. Main St.<br>Bel Air, MD 21014 | 22.50                                     | 2.25%                      |
| Alliance Property Corporation<br>1460 Gov. Ritchie Highway<br>Arnold, MD 21012         | 22.50                                     | 2.25%                      |
| <u>Limited Partners</u>  |   |                            |
| N. Joseph Lee, III<br>850 Darlington Road<br>Darlington, Maryland 21034                | 50.00                                     | 5.00%                      |
| Harford Land Company<br>c/o N. Joseph Lee, III<br>624 S. Main St.<br>Bel Air, MD 21014 | 427.50                                    | 42.75%                     |
| David G. Frantz<br>16 Boone Trail<br>Severna Park, Maryland 21146                      | 100.00                                    | 10.00%                     |
| S. Chandler Sweetser, Jr.<br>Box 101<br>Gibson Island, MD 21056                        | 188.75                                    | 18.875%                    |
| Bertrand A. Mason<br>290 W. Joyce Lane<br>Arnold, MD 21012                             | 188.75                                    | 18.875%                    |
| TOTAL  |   | <u>1,000.00</u>            |
|  |   | <u>100.00%</u>             |

REC'D & RECORDED EGH  
NO. 6 FOLIO 24  
TOTAL 1,000.00

1989 OCT 23 AM 10:00

HARFORD CO.  
CHARLES G. HOB. III  
CLERK

2997 1679

8-30-89

9:44a

*copy*

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
201 SOUTH MAIN STREET LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 21<sup>st</sup> day of August, 1989, by James N. Porter as the General Partner.

EXPLANATORY STATEMENT

James N. Porter, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership") and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "201 South Main Street Limited Partnership".

2. The purposes for which the Partnership is formed are as follows: (a) To purchase and develop a parcel of land located at 201 South Main Street, Bel Air, Maryland; and (b) to do any and all things necessary, convenient or incidental to the foregoing.

3. The address of the principal office of the Partnership is c/o James N. Porter, General Partner, 2411 Chatau Court, Fallston, MD 21047. The name and address of the resident agent of the Partnership is R. David Adelberg, Esquire, 105 West Chesapeake Avenue, Suite 410, Towson, MD 21204.

4. The name and business address of the General Partner are: James N. Porter, 2411 Chatau Court, Fallston, MD 21047.

5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement"), which may be amended from time to time by the partners of the Partnership.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2029.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is his act and further acknowledges, under penalties of perjury, to the best of his knowledge, information and belief, that the matters and facts set

44 b A 08 911 6861

6861 0000 2167 1241

forth herein are true in all material respects and that he has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

Barbara C. Daniel James N. Porter (SEAL)  
JAMES N. PORTER, GENERAL PARTNER

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05-7185

BUSINESS CODE

COUNTY

62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

Name Change  
(New Name) \_\_\_\_\_

10 \_\_\_\_\_ Expedited Fee  
 20 \_\_\_\_\_ Organ. & Capitalization  
 61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
 62 \_\_\_\_\_ Rec. Fee (Amendment)  
 63 \_\_\_\_\_ Rec. Fee (Merger or  
 Consolidation)  
 64 \_\_\_\_\_ Rec. Fee (Transfer)  
 65 \_\_\_\_\_ Rec. Fee (Dissolution)  
 66 \_\_\_\_\_ Rec. Fee (Revival)  
 52 \_\_\_\_\_ Foreign Qualification  
 50 \_\_\_\_\_ Cert. of Qual. or Reg.  
 51 \_\_\_\_\_ Foreign Name Registration  
 13 \_\_\_\_\_ Certified Copy \_\_\_\_\_  
 56 \_\_\_\_\_ Penalty  
 54 \_\_\_\_\_ For. Supplemental Cert.  
 53 \_\_\_\_\_ Foreign Resolution  
 73 \_\_\_\_\_ Certificate of Conveyance

\_\_\_\_\_ Change of Name  
 \_\_\_\_\_ Change of Principal Office  
 \_\_\_\_\_ Change of Resident Agent  
 \_\_\_\_\_ Change of Resident Agent  
 Address  
 \_\_\_\_\_ Resignation of Resident Agent  
 \_\_\_\_\_ Designation of Resident Agent  
 and Resident Agent's Address  
 \_\_\_\_\_ Other Change \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

Code \_\_\_\_\_

75 \_\_\_\_\_ Special Fee  
 80 \_\_\_\_\_ For. Limited Partnership  
 83 50 \_\_\_\_\_ Cert. Limited Partnership  
 84 \_\_\_\_\_ Amendment to Limited Partnership  
 85 \_\_\_\_\_ Termination of Limited Partnership  
 21 \_\_\_\_\_ Recordation Tax  
 22 \_\_\_\_\_ State Transfer Tax  
 23 \_\_\_\_\_ Local Transfer Tax  
 31 \_\_\_\_\_ Corp. Good Standing  
 NA \_\_\_\_\_ Foreign Corp. Registration  
 87 \_\_\_\_\_ Limited Part. Good Standing  
 71 \_\_\_\_\_ Financial

MAIL TO ADDRESS: \_\_\_\_\_

R. DAVID ADELBERG

ATTORNEY AT LAW

SUITE 410, JEFFERSON BLDG.

105 W. CHESAPEAKE AVE.

TOWSON, MD. 21204

TOTAL #  
FEES 50.00

Check

Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: DAV

0000 0000 3167 1243



CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
201 SOUTH MAIN STREET LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND AUGUST 30, 1989 AT 9:44 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M2856656

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
R. DAVID ADELBERG  
105 W. CHESAPEAKE AVE.  
STE. 410, JEFFERSON BLDG.  
TOWSON MD 21204

045C3032778



A 305127 CGA  
REC'D & RECORDED  
NO 6 1010 44

RECORDED IN THE RECORDS OF THE  
1989 DEC 18 AM 9:50  
STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, FOLIO 111  
CHARLES G. HOBBS, III  
CLERK

31507 1240

9-1-89 at 9:12 A.M.

CERTIFICATE OF LIMITED PARTNERSHIP  
OF STEVEN CIRCLE ASSOCIATES LIMITED PARTNERSHIP

FIRST: The name of the limited partnership is Steven Circle Associates Limited Partnership.

SECOND: The name of the registered agent of the limited partnership is Charles S. Witomski, and the address of the resident agent and address of the principal office of the limited partnership is 302 Steven Circle, Aberdeen, Maryland, 21001.

THIRD: The name and address of the sole general partner is Charles S. Witomski, Sixth and Madison Streets, Chester, Pennsylvania 19016-9245.

FOURTH: The latest date upon which the limited partnership is to dissolve is fifty (50) years from the date hereunder.

FIFTH: The purposes of the partnership shall be as follows:

- (a) To acquire the Woodbrook Apartments, 302 Steven Circle, City of Aberdeen, County of Hartford, State of Maryland, by virtue of completion of a certain Agreement of Sale dated July 20, 1989 between the general partner and Lynbrook and Woodbrook Associates.
- (b) To engage generally in real estate business, including any subsurface mineral rights or interests; to improve or develop real estate; to construct, alter, or repair buildings or structures on real estate; to invest in real estate; to sell, to exchange, to lease and to make contracts concerning real estate; to convert real estate into condominium units and to sell, lease or exchange said units.

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9244308C

3168 0247

- (c) To enter partnership agreements in the capacity of a general partner or limited partner, to become a member of a joint venture or to participate in some other form of syndication for investment; and to buy, sell, lease and deal in services, personal property and real property.

The undersigned sole general partner, for purposes of forming a limited partnership pursuant to 10-201 of the Corporations and Associations Article of the Annotated Code of Maryland and any acts amendatory thereof and supplemental thereto, does make and file this Certificate of Limited Partnership, hereby declaring and certifying that the facts herein stated are true, and accordingly, has hereunto set his hand and seal this 30<sup>th</sup> day of August, 1989.

  
CHARLES S. WITOMSKI, General Partner

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

BUSINESS CODE

COUNTY

#

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

Name Change  
(New Name)

|     |    |  |
|-----|----|--|
| 10  |    | Expedited Fee                              |
| 20  |    | Organ. & Capitalization                    |
| 61  |    | Rec. Fee (Arts. of Inc.)                   |
| 62  |    | Rec. Fee (Amendment)                       |
| 63  |    | Rec. Fee (Merger or Consolidation)         |
| 64  |    | Rec. Fee (Transfer)                        |
| 65  |    | Rec. Fee (Dissolution)                     |
| 66  |    | Rec. Fee (Revival)                         |
| 52  |    | Foreign Qualification                      |
| 50  |    | Cert. of Qual. or Reg.                     |
| 51  |    | Foreign Name Registration                  |
| 13  |    | Certified Copy                             |
| 56  |    | Penalty                                    |
| 54  |    | For. Supplemental Cert.                    |
| 53  |    | Foreign Resolution                         |
| 73  |    | Certificate of Conveyance                  |
|     |    |  |
| 76  |    | Certificate of Merger/Transfer             |
|     |    |  |
| 75  |    | Special Fee                                |
| 80  |    | For. Limited Partnership                   |
| 83  | 50 | Cert. Limited Partnership                  |
| 84  |    | Amendment to Limited Partnership           |
| 85  |    | Termination of Limited Partnership         |
| 21  |    | Recordation Tax                            |
| 22  |    | State Transfer Tax                         |
| 23  |    | Local Transfer Tax                         |
| 31  |    | Corp. Good Standing                        |
| NA  |    | Foreign Corp. Registration                 |
| 87  |    | Limited Part. Good Standing                |
| 71  |    | Financial                                  |
| 600 |    | Personal                                   |
|     |    |  |
|     |    | Property Reports and late filing penalties |
| 70  |    | Change of P.O., R.A. or R.A.A.             |
| 91  |    | Amend/Cancellation, For. Limited Part.     |
|     |    | Other                                      |
|     |    | Other                                      |

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

Code

ATTENTION:

Susan Widrow

MAIL TO ADDRESS:

Kassab,  
Archbold et al  
214 N. Jackson St.  
P.O. Box 626  
Media, Pa. 19063

TOTAL  
FEES

50

✓ Check

Cash

Documents on

checks

APPROVED BY:

[Signature]

NOTE:

3168 0249

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
STEVEN CIRCLE ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND SEPTEMBER 1, 1989 AT 9:12 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2857910

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
KASSAB, ARCHBOLD, ETAL  
ATTN: SUSAN WIDROW  
214 N. JACKSON STREET  
P. O. BOX 626  
MEDIA

PA 19063

047C3030219



A 305379 CGH  
REC'D & RECORDED  
NO 6 FOLIO 48  
1989 DEC 18 AM 9:51  
HARFORD CO. CLERK  
CHARLES S. HODGINS

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO. CLERK

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

09-12-89 at 11:57 .m.,CERTIFICATE AND  
PARTNERSHIP AGREEMENT  
OF A LIMITED PARTNERSHIP

THIS PARTNERSHIP AGREEMENT is executed this 15 day of December, 1988  
by and between SARCOM REALTY a resident of Harford County, Maryland, and  
DREW FENDER, a resident of HARFORD COUNTY, MD.

ARTICLE I  
PARTNERSHIP NAME

The partnership shall operate under the name of:

LAFAYETTE LIMITED PARTNERSHIP

The principal place of business shall be at 245 N Washington St HAVRE de GRACE, MD  
Havre de Grace, Harford County, Maryland 21078, with such other places of busi-  
ness as may be agreed upon by the partners from time to time.

ARTICLE II  
Nature of Business

The partnership shall enage in the business of real estate development  
and management, and in such other businesses as the partners shall determine.

ARTICLE III  
Term of the Partnership

The partnership shall be deemed to have commenced on the 15 day of  
DECEMBER, 1988, and shall continue until terminated as hereinafter  
provided. December 2010

ARTICLE IV  
ACCOUNTING METHOD

The partnership shall keep its accounting records and shall report its  
income for income tax purposes on the accrual method of accounting. The  
accounting for partnership purposes shall be in accordance with generally accept-  
ed accounting principals.

ARTICLE V  
Capital Accounts

An individual capital account shall be maintained for each partner. The  
capital interest of each partner shall consist of his original contribution of  
capital, increased by (1) additional capital contributions, and (2) his share  
of partnership profits; and decreased by (a) drawings and distributions in  
reduction of partnership capital, and (b) his share of partnership losses.

The capital accounts of the partners shall be maintained at all times in  
the proportions of their interests in profits or losses of the partnership.

Gen Partner under Signature

James T. SARAZIN 245 N Washington St HAVRE de GRACE  
Resident Agent's name & address

JAMES T SARAZIN 245 N Washington St HAVRE de GRACE, MD 21078

RECEIVED  
SEP 12 PM 11  
STATE DEPT.  
ASSESSMENTS  
AND TAXATION

Withdrawals during the year shall be limited to such amounts as the partners agree, by unanimous vote.

A credit balance in a partner's capital account shall indicate the capital interest of the partner in the partnership. A debit balance in a partner's capital account, whether occasioned by drawings in excess of his share of partnership profits or by charging him for his share of partnership losses, shall constitute an obligation of that partner to the partnership.

#### ARTICLE VI

##### Profit or Losses

The net profits or net losses of the partnership shall be credited or charged to the partners in the following ratios:

|               |      |
|---------------|------|
| SARCOM REALTY | 40%  |
| DREW FENDER   | 60%  |
| TOTAL:        | 100% |

or in such other manner as the partners shall agree to in writing.

#### ARTICLE VII

##### Administrative Provisions

Each partner shall have an equal voice in the management of partnership business.

One or more partnership bank accounts may be signed by any one of the partners.

No partner, without the consent of the other, shall:

1. Borrow or lend money on behalf of the partnership.
2. Execute any mortgage, bond, or lease.
3. Assign, transfer, or pledge any debts due the partnership or release any debts due, except on payment in full.
4. Compromise any claim due to the partnership or submit to arbitration any dispute or controversy involving the partnership.
5. Sell, assign, pledge, or mortgage his interest in the partnership.

It is essential to the performance of the duties of the partners that each has available an automobile for use in the partnership business. The partners have agreed, as a matter of policy, that the partnership will not provide automobiles to partners; nor will it reimburse partners for any part of their expenses in owning and operating automobiles. Each partner agrees that, at his sole expense, he will provide an automobile for his use in partnership business matters.

#### ARTICLE VIII

##### Retirement, Death or Disability of a Partner

A partner may retire from the partnership after giving two (2) months' written notice of his intention to retire. Unless otherwise agreed to between

the Partners, the retirement date shall be the sixtieth (60th) day following delivery of the written notice to retire.

The remaining partner shall have the right to continue the partnership business under its present name following the retirement, permanent disability or death of a partner, provided he elects to liquidate the interest of the retiring, deceased or permanently disabled partner and to cause the partnership to make the payments specified in Articles XII and XIII. The election to liquidate the interest of the retiring, deceased or permanently disabled partner shall be exercised by written notice delivered within sixty (60) days after the delivery of notice of retirement or within two (2) months after the appointment of the personal representative of a deceased partner, or within two (2) months after the establishment of "permanent disability" as defined herein. The notice may be delivered in person or may be mailed by registered or certified mail to the last-known address of the retiring or disabled partner or to the personal representative of the deceased partner.

If the remaining partner does not elect to liquidate the interest of the retiring, deceased or disabled partner, the partnership shall be terminated and its affairs put in order, and all its properties distributed in liquidation, as provided in Article XIV and XV.

DISABILITY. A partner will be considered disabled only when he has suffered such physical or mental incapacitation that he is not able to perform any significant portion of his theretofore normal normal, gainful activities. If so indicated on Attachment "A", a partner will be considered disabled when he has qualified for disability under the terms of some other stated definition of disability as reflected in the insurance policy particularly identified on said Attachment "A".

#### ARTICLE IX

##### Sale of Partnership

A. Neither partner shall sell, transfer, or otherwise dispose of all or any part of his partnership interest without first giving written notice to the other partner. Each partner obligates himself to give the other the right of first refusal in the event that he wishes to sell all or any part of his partnership interest.

B. Within sixty (60) days after the receipt of the written notice referred to in Paragraph A above, the partnership (or other partner), may at its (his) option, exercisable in writing, liquidate and retire the interest of the partner desiring to sell his interest. The valuation of interest and the terms of payment shall be the same as though the partner had voluntarily retired from the partnership.



C. If after sixty (60) days following the receipt of notice as referred to in Paragraph B above, neither the partnership nor the remaining partner accepts the moving partner's offer, then liquidation of the partnership and its assets shall commence in accordance with the provisions of Article XIV and XV.

#### ARTICLE X

##### Expulsion of a Partner

If irreconcilable differences arise between the two partners, either may demand in writing that the other withdraw from the partnership. The delivery to one of the other's written demands shall be treated for all purposes (including the sixty (60) days waiting period provided in Article VIII) as though the one making the demand had also given written notice of his intention to retire from the partnership on that date.

#### ARTICLE XI

##### Valuation of the Interest of a Retiring, Deceased or Expelled Partner

A. The value of a retiring, deceased or expelled partner's interest in partnership property shall be the amount of his capital account plus such additional amounts as agreed to by the partners in accordance with Subparagraph B herein. In the event that a capital account has a debit balance, that partner shall be indebted to the partnership for that amount, unless included in his drawing account. A partner's capital account shall be valued at book value, determined in accordance with generally accepted accounting principles. No value shall be attributed to good will, going concern, or similar intangibles.

B. The partners shall annually agree to an amount to be added to the capital account in the event that a partner's interest must be valued for partnership assets. That valuation shall be reflected in Attachment "A" which shall be signed and dated by each partner. Until a subsequent Attachment "A" is signed, dated, and affixed to this Agreement, the last properly executed Attachment "A" shall be used.

If Attachment "A" has not been updated within the past 15 months of an effective date for retirement, disability, death, or any other sale or dissolution purpose, then if the parties are unable to reach agreement, either one may demand that the Attachment "A" value be determined by arbitration in accordance with the Rules of the American Arbitration Society then in effect.

The partners understand and agree that they will not be able to value the property on Attachment "A" until construction has been completed, etc. Meanwhile, until Attachment "A" has been completed and signed by both partners, or until insurance policies and/or some other agreements have been entered into between them, then, in the event of any disability, death or retirement, the property valuation will be determined by appraisal. In the event of the death of a

partner, his estate shall have the partnership property appraised. The surviving partner shall have the right to select an appraiser of his own if he is not pleased with the appraisal of the Estate's appraiser; and, if those two appraisers cannot agree, then they shall pick a third and the decision of the third will be final. The third appraiser's decision shall be rendered within ten (10) days of his being appointed.

#### ARTICLE XII

##### Terms of Payment to a Retiring, Deceased or Expelled Partner

When a partner retires or becomes disabled, payment for the value of his interest in the partnership, as determined under Article XI, shall be made by the paying entity as follows:

1. One-half (1/2) within three (3) months after date of retirement or date of disability is established; and
2. Balance within six (6) months after date of retirement or date disability is established, unless other terms are agreed to.

When a partner dies, the value of his interest in the partnership shall be as determined under Article XI. Payment for the value of said deceased partner's interest shall be made by the paying person or entity as follows:

A. Assuming that either the partnership or the partners have purchased insurance policies upon their lives, then the beneficiary of the Insurance Policy referred to in this Agreement on the deceased partner shall collect those proceeds immediately and pay the same, including double and triple indemnity, if any, to the heir(s) or beneficiary(ies) otherwise entitled to the deceased partner's interest in the Partnership regardless of whether or not the proceeds exceed the value of the deceased partner's interest.

B. In the event that there is insurance, but that the insurance proceeds do not amount to at least the value of the deceased partner's interest, then the remaining balance will be paid as follows:

- (1) One-half (1/2) within three (3) months of the date of death;
- (2) One-half (1/2) within one (1) year of the date of death.

C. In the event there is no insurance, then the value of the deceased partner's interest in the partnership shall be paid as follows:

- (1) One-quarter (1/4) within three (3) months after the date of death;
- (2) A second one-quarter (1/4) within six (6) months after the date of death;
- (3) The remaining one-half (1/2) within one (1) year after the date of death.

If the value of the interest of a retiring, deceased or expelled partner has not been determined at the time specified for the making of any of the payments called for in this section, payment shall be made by the partnership

in an estimated amount.

#### ARTICLE XIII

##### Income Payments to a Retiring or Deceased Person

Articles VIII and XII deal with payment by the partnership (or surviving partner) for a partner's interest in the partnership property. In addition to the payments provided in those Articles, the partners desire to pay to a retiring or disabled partner or to the successor in interest of a deceased partner, if the partnership business can afford it, an additional amount out of the income of the partnership. It is the intention of the parties that payments by the partnership made under this Article shall be income payments under Section 736(a) of the Internal Revenue Code which are ordinary income to a retiring partner or to the successor of the deceased partner and are deductible for income tax purposes by the continuing partnership.

Therefore, the partners shall annually consider whether or not any such payment can be made and, if so, the amount thereof. If a positive determination is made, then the partners shall also reflect on Attachment "B" exactly when and how many such payment(s) shall be made. They shall also state the exact dollar amount thereof. Until a subsequent Attachment "B" is signed, and dated by each partner and affixed to this Agreement, the last properly executed Attachment "B" shall be used to determine whether or not such payments shall be made and the amount thereof unless the partners provide an expiration date for the effectiveness of the said Attachment "B".

#### ARTICLE XIV

##### Voluntary Dissolution

On any voluntary dissolution, the partnership shall immediately commence to terminate its business and put its affairs in order. The partners shall continue to share profits and losses during liquidation in the same proportion as before dissolution. The proceeds from liquidation of partnership assets shall be applied as follows:

1. Debts of the partnership, other than to partners.
2. Amounts owed to partners for unpaid salaries, if any.
3. The balance in their respective capital accounts. However, if either partner's capital account is larger than the other's, the partner with the larger account shall be paid the amount necessary to equalize the accounts.

Any gain or loss on disposition of the partnership properties in the process of liquidation shall be credited or charged to the partners in the proportion of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The differences between the value of property distributed in kind and its book value shall be treated as a gain or

98 Gen Partners: JAMES SARAZIN, RANDY SMITH, Drew Fender  
245 N Washington St Haver de Grace Md 21078

loss on sale of property and shall be credited or charged to the partners in the proportions of their interests in profits or losses as specified in Article VI.

Should any partner have a debit balance in his capital account, whether by reason of losses in liquidating partnership assets or otherwise, the debit balance shall represent an obligation from him to the partnership to be paid in cash within thirty (30) days after written demand by the other partner.

#### ARTICLE XV

##### Waiver of Right to Court Decree of Dissolution

The partners agree that irreparable damage would be done to the goodwill and reputation of the firm if any partner should bring an action in court to dissolve this partnership. Care has been taken in this partnership agreement to provide what the partners feel are fair and just payments to be made to a partner whose relation with the firm is terminated for any reason. Accordingly, each of the parties accepts the provisions under this Partnership Agreement as his sole entitlement upon termination of his partnership relation. Each party hereby waives and renounces his right to seek a court decree of dissolution or to seek the appointment, by a court, of a liquidator for the partnership.

#### ARTICLE XVI

##### Arbitration

If any controversy or claim arising out of this Partnership Agreement cannot be settled by the partners, the controversy or claim shall be settled by arbitration in accordance with the Rules of the American Arbitration Association then in effect, and judgement on the award may be entered in any court having jurisdiction.

IN WITNESS WHEREOF, the partners have signed this Partnership Agreement.

WITNESS:

James T. Sarazin  
Gen Partner

[Signature] (SEAL)  
Gen Partner

James T. Sarazin

Randall Smith (SEAL)  
Gen Partner

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

Name Change  
(New Name) \_\_\_\_\_

|     |    |  |
|-----|----|--|
| 10  | 59 | Expedited Fee                              |
| 20  |    | Organ. & Capitalization                    |
| 61  |    | Rec. Fee (Arts. of Inc.)                   |
| 62  |    | Rec. Fee (Amendment)                       |
| 63  |    | Rec. Fee (Merger or Consolidation)         |
| 64  |    | Rec. Fee (Transfer)                        |
| 65  |    | Rec. Fee (Dissolution)                     |
| 66  |    | Rec. Fee (Revival)                         |
| 52  |    | Foreign Qualification                      |
| 50  |    | Cert. of Qual. or Reg.                     |
| 51  |    | Foreign Name Registration                  |
| 13  | 13 | 1 Certified Copy 7                         |
| 56  |    | Penalty                                    |
| 54  |    | For. Supplemental Cert.                    |
| 53  |    | Foreign Resolution                         |
| 73  |    | Certificate of Conveyance                  |
| 76  |    | Certificate of Merger/Transfer             |
| 75  |    | Special Fee                                |
| 80  |    | For. Limited Partnership                   |
| 83  | 50 | Cert. Limited Partnership                  |
| 84  |    | Amendment to Limited Partnership           |
| 85  |    | Termination of Limited Partnership         |
| 21  |    | Recordation Tax                            |
| 22  |    | State Transfer Tax                         |
| 23  |    | Local Transfer Tax                         |
| 31  |    | Corp. Good Standing                        |
| NA  |    | Foreign Corp. Registration                 |
| 87  | 6  | 1 Limited Part. Good Standing              |
| 71  |    | Financial                                  |
| 600 |    | Personal                                   |
|     |    | Property Reports and late filing penalties |
| 70  |    | Change of P.O., R.A. or R.A.A.             |
| 91  |    | Amend/Cancellation, For. Limited Part.     |
|     |    | Other                                      |
|     |    | Other                                      |

Change of Name  
Change of Principal Office  
Change of Resident Agent  
Change of Resident Agent Address  
Resignation of Resident Agent  
Designation of Resident Agent  
and Resident Agent's Address  
Other Change

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

James Samazin

P.O. Box 219

Hawre De Grace, Md. 21078

TOTAL FEES 128

Check \_\_\_\_\_ Cash \_\_\_\_\_

NOTE: \_\_\_\_\_

Documents on \_\_\_\_\_ checks

APPROVED BY: Jim T.

3170 2361

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
LAFAYETTE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND SEPTEMBER 12, 1989 AT 11:57 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2864858

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
JAMES SARAZIN  
P. O. BOX 219  
HAYRE DE GRACE

MD 21078

054C3031262

A 306107

REC'D & RECORDED

NO 6 FOLIO 52

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO

1989 DEC 18 AM 9:52

2353

HARFORD CO. CLERK



90

SARCOM REALTY  
220 N. WASHINGTON ST.  
HAVRE DE GRACE, MD. 21078  
(301) 939-0476 575-6845

State Dept. of Taxation and Assessments  
301 W. Preston St.  
Balt., Md. 21201

9-20-89

9-25-89


900a

Lafayette Limited Partnership was officially recognized by  
the State on 9-12-89 at 11:57AM.

The general partners in the partnership would like to amend  
the partnership termination date from year 2010 to 2022.

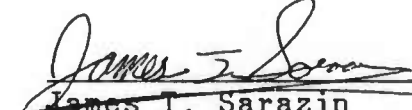
If you have any questions call 939-0476 or 575-6845.

Sincerely,

  
James T. Sarazin  
General Partner

92083176

Date: 9-20-89

  
James T. Sarazin  
General Partner

Charlotte R. Becker

MY COMMISSION EXPIRES

July 1, 1990

3175 2440

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 20 2

BUSINESS CODE \_\_\_\_\_

COUNTY 62# M 2864858 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

Name Change  
(New Name) \_\_\_\_\_

|     |           |  |
|-----|-----------|--|
| 10  | _____     | Expedited Fee                          |
| 20  | _____     | Organ. & Capitalization                |
| 61  | _____     | Rec. Fee (Arts. of Inc.)               |
| 62  | _____     | Rec. Fee (Amendment)                   |
| 63  | _____     | Rec. Fee (Merger or Consolidation)     |
| 64  | _____     | Rec. Fee (Transfer)                    |
| 65  | _____     | Rec. Fee (Dissolution)                 |
| 66  | _____     | Rec. Fee (Revival)                     |
| 52  | _____     | Foreign Qualification                  |
| 50  | _____     | Cert. of Qual. or Reg.                 |
| 51  | _____     | Foreign Name Registration              |
| 13  | _____     | Certified Copy _____                   |
| 56  | _____     | Penalty                                |
| 54  | _____     | For. Supplemental Cert.                |
| 53  | _____     | Foreign Resolution                     |
| 73  | _____     | Certificate of Conveyance              |
|     |           |  |
| 76  | _____     | Certificate of Merger/Transfer         |
|     |           |  |
| 75  | _____     | Special Fee                            |
| 80  | _____     | For. Limited Partnership               |
| 83  | _____     | Cert. Limited Partnership              |
| 84  | <u>50</u> | Amendment to Limited Partnership       |
| 85  | _____     | Termination of Limited Partnership     |
| 21  | _____     | Recordation Tax                        |
| 22  | _____     | State Transfer Tax                     |
| 23  | _____     | Local Transfer Tax                     |
| 31  | _____     | Corp. Good Standing                    |
| NA  | _____     | Foreign Corp. Registration             |
| 87  | _____     | Limited Part. Good Standing            |
| 71  | _____     | Financial _____                        |
| 600 | _____     | _____ Personal                         |
|     |           |  |
|     | _____     | Property Reports and _____             |
|     | _____     | late filing penalties                  |
| 70  | _____     | Change of P.O., R.A. or R.A.A.         |
| 91  | _____     | Amend/Cancellation, For. Limited Part. |
|     | _____     | Other _____                            |
|     | _____     | Other _____                            |

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent  
Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

James Sarazin  
PO Box 219  
Havre de Grace, Md  
21078

TOTAL  
FEES50☒ Check☐ Cash

NOTE: \_\_\_\_\_

Documents on \_\_\_\_\_ checks

APPROVED BY: \_\_\_\_\_

JW

3175 2441



CERTIFICATE OF AMENDMENT  
OF  
LAFAYETTE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND SEPTEMBER 25, 1989 AT 9:00 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M2864858

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
JAMES SARAZIN  
P.O. BOX 219  
HAVRE DE GRACE

MD 21078



062C3032696

A 309545 CGH  
REC'D & RECORDED  
NO 6 FOLIO 61

RECORDED IN THE RECORDS OF THE 989 DEC 18 AM 9:52

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO. 2439  
AND TAXATION OF MARYLAND IN LIBER, FOLIO CHARLES G. HOBBS, III  
CLERK

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

LIBER 6 PAGE 64

APPROVED FOR RECORD

CERTIFICATE OF

10-24-89 at 9:10 HARBORSIDE LIMITED PARTNERSHIP

RECEIVED  
OCT 24 AM 9 10  
STATE DEPT. OF  
ASSESSMENTS AND TAXATION

TO THE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF  
MARYLAND:

1. The name of the Limited Partnership is: HARBORSIDE  
LIMITED PARTNERSHIP.

2. The address of its principal office in the State of  
Maryland is:

626 Towne Center Drive  
Joppatowne, Maryland 21085 ✓

3. The name and address of its resident agent is:

Kathleen Crowl  
648 D Harborside Drive  
Joppatowne, Maryland 21085

4. The name and mailing address of the sole general  
partner is:

Lawrence R. Laikin  
Suite 301  
The Chase Manhattan Bank Building  
29-27 41st Avenue  
Long Island City, New York 11101

5. The latest date upon which the limited partnership  
is to dissolve is: December 31, 2031.

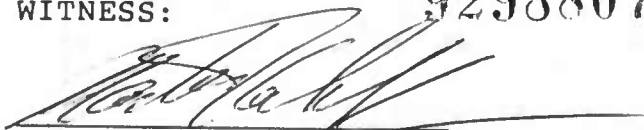
6. Prior to the filing of this Certificate with the  
Department of Assessments and Taxation of the State of Maryland,  
the HARBORSIDE LIMITED PARTNERSHIP AMENDED AND RESTATED LIMITED  
PARTNERSHIP AGREEMENT AND CERTIFICATE was filed with the Clerk of  
Harford County, Maryland, on January 28, 1981, at Book No. 3, Page  
11.

WITNESS the execution under seal as of the 19 day of  
October, 1989.

WITNESS:

92988078

GENERAL PARTNER



92988079

Lawrence R. Laikin

1107 0000

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

Name Change  
(New Name) \_\_\_\_\_

10 50 Expedited Fee  
20 \_\_\_\_\_ Organ. & Capitalization  
61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
62 \_\_\_\_\_ Rec. Fee (Amendment)  
63 \_\_\_\_\_ Rec. Fee (Merger or  
Consolidation)  
64 \_\_\_\_\_ Rec. Fee (Transfer)  
65 \_\_\_\_\_ Rec. Fee (Dissolution)  
66 \_\_\_\_\_ Rec. Fee (Revival)  
52 \_\_\_\_\_ Foreign Qualification  
50 \_\_\_\_\_ Cert. of Qual. or Reg.  
51 \_\_\_\_\_ Foreign Name Registration  
13 7 1 Certified Copy 1  
56 200 Penalty  
54 \_\_\_\_\_ For. Supplemental Cert.  
53 \_\_\_\_\_ Foreign Resolution  
73 \_\_\_\_\_ Certificate of Conveyance

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent  
Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

Reese & Carney  
10715 Charter Dr.  
Columbia, Md. 21044

TOTAL  
FEES307  
~~280~~

✓

Check

Cash

1

Documents on

2

checks

(27.00

+ 280.00)

APPROVED BY:

J. M. T. V. H.

NOTE:

Old Partnership  
coming under  
new act

CERTIFIED  
COPY MADE

CERTIFICATE OF AMENDMENT  
OF  
HARBORSIDE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND OCTOBER 24, 1989 AT 9:10 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED. (PRIOR TO 7-1-82)

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$

\$ 50.00

\$

M2889913

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
REESE & CARNEY  
10715 CHARTER DRIVE  
COLUMBIA

MD 21044



083C3030226

A 310448

REC'D & RECORDED  
NO. 6 FILED 64

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO.

1990 JAN 29 PM 2:47

HARFORD CO.  
CHARLES G. HODG. III  
CLERK

193 0279

AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
ABERDEEN HOTEL LIMITED PARTNERSHIP,  
A MARYLAND LIMITED PARTNERSHIP

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP (this "Certificate") is made and entered into effective the 21st day of November, 1989, by and between MERIT HOTEL GROUP I, INC., a Maryland corporation, and RADNOR-ABERDEEN, INC., a Pennsylvania corporation, being all the general partners of the Partnership (hereinafter defined), in accordance with Section 10-202 of the Maryland Revised Uniform Limited Partnership Act and pursuant to which the Aberdeen Hotel Limited Partnership Amended and Restated Certificate of Limited Partnership dated effective as of July 27, 1989 and filed with the Maryland State Department of Assessments and Taxation on November 13, 1989 is hereby amended in its entirety and restated as hereinafter set forth.

1. Name. The name of the partnership is "ABERDEEN HOTEL LIMITED PARTNERSHIP" (the "Partnership").

2. Address of Principal Office. The address of the principal office of the Partnership is 980 Beards Hill Road, Aberdeen, Maryland 21001.

3. Name and Address of Resident Agent. The resident agent for the Partnership is The Corporation Trust Incorporated. The address of the resident agent is 32 South Street, Baltimore, Maryland 21202.

4. General Partners. The names and mailing addresses of the general partners of the Partnership are as follows:

(a) Merit Hotel Group I, Inc.  
902 Green Street  
Alexandria, Virginia 22314  
Attn: David V. Meloy, President

(b) Radnor-Aberdeen, Inc.  
c/o K.S. Sweet Associates  
Fidelity Court  
Suite 200  
259 Radnor-Chester Road  
Radnor, Pennsylvania 19087-5218  
Attn: John S. Randolph, Esq.

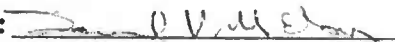
5. Dissolution Date. The latest date upon which the Partnership is to dissolve is December 21, 2039.

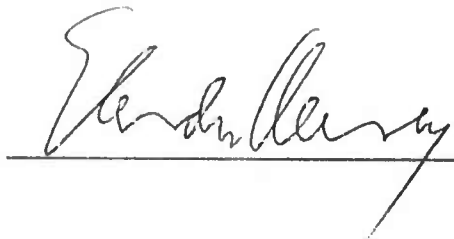
IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date first hereinabove written.

WITNESS:




MERIT HOTEL GROUP I, INC.

By:   
Name: DAVID V. MELOY  
Title: PRESIDENT



RADNOR-ABERDEEN, INC.

By:   
Name: DOUGLAS M. EISENBERG  
Title: PRESIDENT

RECEIVED  
68 NOV 22 AM 11 41  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION  
APPROVED FOR RECORD  
11-22-89 at 11:41

93288002

3193 0152

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

J.M. 20

BUSINESS CODE

COUNTY

062

# M2838274 P.A. Religious Close Stock NonstockMerging  
(Transferor)Surviving  
(Transferee)

## CODE AMOUNT FEE REMITTED

|    |           |                                    |
|----|-----------|------------------------------------|
| 10 | <u>50</u> | Expedited Fee                      |
| 20 |           | Organ. & Capitalization            |
| 61 |           | Rec. Fee (Arts. of Inc.)           |
| 62 |           | Rec. Fee (Amendment)               |
| 63 |           | Rec. Fee (Merger or Consolidation) |
| 64 |           | Rec. Fee (Transfer)                |
| 65 |           | Rec. Fee (Dissolution)             |
| 66 |           | Rec. Fee (Revival)                 |
| 52 |           | Foreign Qualification              |
| 50 |           | Cert. of Qual. or Reg.             |
| 51 |           | Foreign Name Registration          |
| 13 | <u>8</u>  | <u>1</u> Certified Copy <u>1</u>   |
| 56 |           | Penalty                            |
| 54 |           | For. Supplemental Cert.            |
| 53 |           | Foreign Resolution                 |
| 73 |           | Certificate of Conveyance          |

Name Change  
(New Name)

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Change of Name   |
| <input checked="" type="checkbox"/> | Change of Principal Office                                 |
| <input checked="" type="checkbox"/> | Change of Resident Agent                                   |
| <input checked="" type="checkbox"/> | Change of Resident Agent Address                           |
| <input type="checkbox"/>            | Resignation of Resident Agent                              |
| <input type="checkbox"/>            | Designation of Resident Agent and Resident Agent's Address |
| <input type="checkbox"/>            | Other Change   |

76 Certificate of Merger/Transfer

|     |  |
|-----|--|
| 75  | Special Fee                                |
| 80  | For. Limited Partnership                   |
| 83  | Cert. Limited Partnership                  |
| 84  | <u>50</u> Amendment to Limited Partnership |
| 85  | Termination of Limited Partnership         |
| 21  | Recordation Tax                            |
| 22  | State Transfer Tax                         |
| 23  | Local Transfer Tax                         |
| 31  | Corp. Good Standing                        |
| NA  | Foreign Corp. Registration                 |
| 87  | Limited Part. Good Standing                |
| 71  | Financial                                  |
| 600 | Personal                                   |
|     | Property Reports and late filing penalties |
| 70  | Change of P.O., R.A. or R.A.A.             |
| 91  | Amend/Cancellation, For. Limited Part.     |
|     | Other                                      |
|     | Other                                      |

Code 063ATTENTION: Dixon Waxter

MAIL TO ADDRESS:

TOTAL  
FEES108

Check

Cash

NOTE:

Documents on checks

APPROVED BY:

J.M.T.CERTIFIED  
COPY MADE

LIBER 6 PAGE 69

CERTIFICATE OF AMENDMENT  
OF  
ABERDEEN HOTEL LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND NOVEMBER 22, 1989 AT 11:41 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2838274

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
VENABLE, BAETJER & HOWARD  
2 HOPKINS PLAZA  
1800 MERCANTILE BANK & TRUST BLDG  
BALTIMORE MD 21201



103C3032469

A 313273

REC'D & RECORDED *ck*  
NO. *6* FILED *67*

RECORDED IN THE RECORDS OF THE

1990 MAR -7 AM 11:05

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3193 0151

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
GREATER BEL AIR INVESTMENTS  
LIMITED PARTNERSHIP

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Restated Certificate") is made this 23<sup>rd</sup> day of October, 1989, by 112 MAIN STREET, INC., a Maryland corporation, as the General Partner, and RICHARD D. POTEET, as the Withdrawing General Partner.

EXPLANATORY STATEMENT

Greater Bel Air Investments Limited Partnership, a Maryland Limited Partnership (the "Partnership"), was formed under the laws of the State of Maryland, pursuant to a Certificate of Limited Partnership, dated June 27, 1986, by and between Richard D. Poteet, as General Partner, and Stewart J. Greenebaum and Allan H. Pearlstein, as Limited Partners. Pursuant to certain agreements, Richard D. Poteet and Allan H. Pearlstein have assigned their respective partnership interests in the Partnership. As a result, Richard D. Poteet has withdrawn as General Partner of the Partnership, and 112 Main Street, Inc., a Maryland corporation has been installed as the General Partner. The purpose of this Restated Certificate is (i) reflect 112 Main Street, Inc., as the General Partner of the Partnership, (ii) to continue the business of the Partnership, and (iii) to set forth in this Restated Certificate those matters now prescribed under the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act").

NOW, THEREFORE, the General Partner hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The business of the Partnership shall continue to be conducted under the name "Greater Bel Air Investments Limited Partnership."

2. The address of the principal office of the Partnership is c/o 112 Main Street, Inc., Woodholme Center, Suite 410, 1829 Reisterstown Road, Baltimore, Maryland 21208. The name and address of the resident agent of the Partnership are Stewart J. Greenebaum, Woodholme Center, Suite 410, 1829 Reisterstown Road, Baltimore, Maryland 21208.

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

93038023

APPROVED FOR RECORD 180

10/23/89 at 10:09 .m.

FILE

RECEIVED

99 OCT 23 AM 10 09

STATE DEPT. OF

TAXATION



3. The name and business address of the General Partner is as follows:

112 Main Street, Inc.  
Woodholme Center, Suite 410  
1829 Reisterstown Road  
Baltimore, Maryland 21208.

4. The affairs of the Partnership shall be governed by an Amended and Restated Agreement of Limited Partnership, of even date herewith (the "Partnership Agreement"), which may be amended from time to time by the partners of the Partnership.

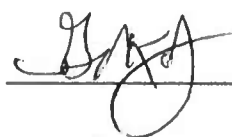
5. The Partnership shall be dissolved and its affairs wound up upon (a) the expiration of the term of the Partnership (September 30, 2019), (b) the sale, exchange, or other complete disposition of all of the Partnership's assets, (c) the incapacity of the sole General Partner of the Partnership (unless an election is made to continue the Partnership), or (d) the happening of any other event causing the dissolution of the Partnership under the Act or the Partnership Agreement.

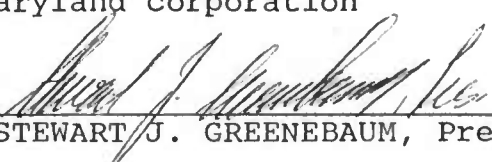
IN WITNESS WHEREOF, the General Partner and Withdrawing General Partner acknowledge that this Amended and Restated Certificate of Limited Partnership is their act, and further acknowledge, under penalties of perjury, to the best of their knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that they have executed this Amended and Restated Certificate of Limited Partnership under seal as of the day and year first above written.

~~ATTEST~~/WITNESS:

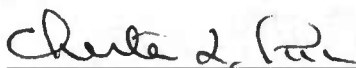
GENERAL PARTNER:

112 MAIN STREET, INC.,  
a Maryland corporation

  
\_\_\_\_\_

By:  (SEAL)  
STEWART J. GREENEBAUM, President

Withdrawing General Partner:

  
\_\_\_\_\_

 (SEAL)  
RICHARD D. POTEET

2014v/85  
rev. 10/18/89

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

20

BUSINESS CODE

COUNTY

62

# M2161594 P.A. Religious Close Stock Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

|     |    |  |
|-----|----|--|
| 10  | 30 | Expedited Fee                              |
| 20  |    | Organ. & Capitalization                    |
| 61  |    | Rec. Fee (Arts. of Inc.)                   |
| 62  |    | Rec. Fee (Amendment)                       |
| 63  |    | Rec. Fee (Merger or Consolidation)         |
| 64  |    | Rec. Fee (Transfer)                        |
| 65  |    | Rec. Fee (Dissolution)                     |
| 66  |    | Rec. Fee (Revival)                         |
| 52  |    | Foreign Qualification                      |
| 50  |    | Cert. of Qual. or Reg.                     |
| 51  |    | Foreign Name Registration                  |
| 13  |    | Certified Copy                             |
| 56  |    | Penalty                                    |
| 54  |    | For. Supplemental Cert.                    |
| 53  |    | Foreign Resolution                         |
| 73  |    | Certificate of Conveyance                  |
| 76  |    | Certificate of Merger/Transfer             |
| 75  |    | Special Fee                                |
| 80  |    | For. Limited Partnership                   |
| 83  |    | Cert. Limited Partnership                  |
| 84  | 50 | Amendment to Limited Partnership           |
| 85  |    | Termination of Limited Partnership         |
| 21  |    | Recordation Tax                            |
| 22  |    | State Transfer Tax                         |
| 23  |    | Local Transfer Tax                         |
| 31  |    | Corp. Good Standing                        |
| NA  |    | Foreign Corp. Registration                 |
| 87  |    | Limited Part. Good Standing                |
| 71  |    | Financial                                  |
| 600 |    | Personal                                   |
|     |    | Property Reports and late filing penalties |
| 70  |    | Change of P.O., R.A. or R.A.A.             |
| 91  |    | Amend/Cancellation, For. Limited Part.     |
|     |    | Other                                      |
|     |    | Other                                      |

Name Change  
(New Name)

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

Code 040

ATTENTION:

MAIL TO ADDRESS:

TOTAL  
FEES

80

Check

Cash

NOTE:

Documents on

2

checks

(21.00 + 59.00)

APPROVED BY:

POM

3185

LIBER 6 PAGE 73

CERTIFICATE OF AMENDMENT  
OF  
GREATER BEL AIR INVESTMENTS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND OCTOBER 23, 1989 AT 10:09 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2161594

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
LEVIN AND GANN, P.A.  
900 MERCANTILE BANK-TRUST BLDG.  
TWO HOPKINS PLAZA  
BALTIMORE MD 21201

087C3030162

A 311138

REC'D & RECORDED  
HO 6 1989 MAR 70 *can*

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO.

1989 MAR -7 AM 11:06

HARFORD CO.  
CLERK OF THE COURT  
CLERK



2185 1713

11/20/89 at 8:37 .m.

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PORTER EQUITY FUNDING LIMITED PARTNERSHIP

RECEIVED  
NOV 20 AM 8 37  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 17th day of November, 1989, by James N. Porter as the General Partner.

EXPLANATORY STATEMENT

James N. Porter, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership") and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Porter Equity Funding Limited Partnership".

2. The Partnership is formed for the purpose of funding any ventures of whatsoever nature in which a Porter Entity is a participant. For purposes of this Certificate, "Porter Entity" is defined as meaning any partnership or limited partnership in which any of the Partners herein, together or alone, own at least a 75% interest.

3. The address of the principal office of the Partnership is c/o James N. Porter, General Partner, 2411 Chatau Court, Fallston, MD 21047. The name and address of the resident agent of the Partnership is R. David Adelberg, Esquire, 105 West Chesapeake Avenue, Suite 410, Towson, MD 21204. ✓

4. The name and business address of the General Partner are: James N. Porter, 2411 Chatau Court, Fallston, MD 21047.

5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement"), which may be amended from time to time by the partners of the Partnership.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2029.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is his act and further acknowledges, under penalties of perjury, to the best of his knowledge, information and belief, that the matters and facts set

93258011

3191 2418

forth herein are true in all material respects and that he has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

Barbara C. Daniel James N. Porter (SEAL)  
JAMES N. PORTER, GENERAL PARTNER

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

|       |           |   |
|-------|-----------|---|
| 10    | <u>39</u> | Expedited Fee                               |
| 20    | _____     | Organ. & Capitalization                     |
| 61    | _____     | Rec. Fee (Arts. of Inc.)                    |
| 62    | _____     | Rec. Fee (Amendment)                        |
| 63    | _____     | Rec. Fee (Merger or Consolidation)          |
| 64    | _____     | Rec. Fee (Transfer)                         |
| 65    | _____     | Rec. Fee (Dissolution)                      |
| 66    | _____     | Rec. Fee (Revival)                          |
| 52    | _____     | Foreign Qualification                       |
| 50    | _____     | Cert. of Qual. or Reg.                      |
| 51    | _____     | Foreign Name Registration                   |
| 13    | _____     | _____ Certified Copy _____                  |
| 56    | _____     | Penalty                                     |
| 54    | _____     | For. Supplemental Cert.                     |
| 53    | _____     | Foreign Resolution                          |
| 73    | _____     | Certificate of Conveyance                   |
| 76    | _____     | Certificate of Merger/Transfer              |
| 75    | _____     | Special Fee                                 |
| 80    | _____     | For. Limited Partnership                    |
| 83    | <u>50</u> | Cert. Limited Partnership                   |
| 84    | _____     | Amendment to Limited Partnership            |
| 85    | _____     | Termination of Limited Partnership          |
| 21    | _____     | Recordation Tax                             |
| 22    | _____     | State Transfer Tax                          |
| 23    | _____     | Local Transfer Tax                          |
| 31    | _____     | _____ Corp. Good Standing                   |
| NA    | _____     | Foreign Corp. Registration # <u>37112</u>   |
| 87    | <u>6</u>  | Limited Part. Good Standing <u>11/20/89</u> |
| 71    | _____     | Financial _____ Personal                    |
| 600   | _____     | Property Reports and late filing penalties  |
| 70    | _____     | Change of P.O., R.A. or R.A.A.              |
| 91    | _____     | Amend/Cancellation, For. Limited Part.      |
| _____ | _____     | Other _____                                 |
| _____ | _____     | Other _____                                 |

Name Change  
(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
 \_\_\_\_\_ Change of Principal Office  
 \_\_\_\_\_ Change of Resident Agent  
 \_\_\_\_\_ Change of Resident Agent Address  
 \_\_\_\_\_ Resignation of Resident Agent  
 \_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address  
 \_\_\_\_\_ Other Change \_\_\_\_\_

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

Gillian Rudow  
105 W. Chesapeake Ave  
# 410  
Towson Md 21204

TOTAL FEES 95☒ Check \_\_\_\_\_ Cash

NOTE: \_\_\_\_\_

Documents on \_\_\_\_\_ checks

APPROVED BY: PCM VHT

3191 2420

LIBER 6 PAGE 77

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PORTER EQUITY FUNDING LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND NOVEMBER 20, 1989 AT 8:37 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2905925

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
GILLIAN RUDOW  
105 W. CHESAPEAKE AVE., STE. 410  
TOWSON MD 21204



10103031965

A 312836

RECORDED & RETURNED *ewh*  
NO 6 1990 MAR 74

RECORDED IN THE RECORDS OF THE  
1990 MAR -7 AM 11:07

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3191 2417

## LAFAYETTE LIMITED PARTNERSHIP

FIRST AMENDED AND RESTATED LIMITED  
PARTNERSHIP AGREEMENT AND CERTIFICATESTATE DEPARTMENT OF ASSESSMENT  
AND TAXATIONRECORDED FOR RECORD  
12/27/89 at 2:22 p.m.

THIS AGREEMENT is made effective as of the 27th day of December, 1989, by and between Kate Corp., a Maryland corporation ("Kate"), as general partner (the "General Partner"), and Drew Fender, as limited partner (the "Limited Partner").

RECITAL:

WHEREAS, the parties hereto desire to continue a limited partnership (the "Partnership") and amend its agreement and certificate which was originally filed September 12, 1989 under the Revised Uniform Limited Partnership Act of the State of Maryland (the "Act");

WHEREAS, the purpose of the partnership is to acquire property in Havre de Grace, Maryland in order to construct and make units available for occupancy use to low and moderate income tenants.

NOW, THEREFORE, the parties hereto agree and certify in accordance with Section 10-201 of the Act, as follows:

I. NAME

The name of the Partnership shall be "Lafayette Limited Partnership".

II. BUSINESS PURPOSE

The business of the Partnership shall be to acquire property in Havre de Grace, Maryland in order to construct and make units available for occupancy use to low and moderate income tenants.

III. PRINCIPAL OFFICE AND RESIDENT AGENT

The principal office of the Partnership shall be located at 215 North Washington Street, Havre de Grace, Maryland 21078. The registered agent of the Partnership for service of process pursuant to Section 10-104 of the Act shall be James T. Sarazin, 215 North Washington Street, Havre de Grace, Maryland 21078. ✓

IV. PARTNERS

The names, addresses and interests of the Partners are set forth in Schedule A attached hereto.

v22 7 11 72 DEC 68.

RECEIVED

7201 2011



The term of the Partnership commenced on September 12, 1989 and shall continue until December 31, 2039, unless it is dissolved earlier upon filing of a certificate or other evidence of dissolution for any one of the following reasons:

(1) an election to terminate the Partnership by all Partners;

(2) the sale of all or substantially all of the Partnership's assets and the collection and distribution of the proceeds thereof;

(3) the retirement, withdrawal, bankruptcy, dissolution, death, disability or legal incapacity of the last remaining General Partner unless the business of the Partnership is continued by the remaining Partners; and

(4) any other event causing dissolution of the Partnership under the laws of the State of Maryland.

#### VI. CAPITAL CONTRIBUTIONS

The initial Capital Contributions required to be paid in cash by the Partners are set forth in Schedule A attached hereto. Drew Fender shall contribute additional capital upon the admission to the Partnership of investor Limited Partners on a basis which is pro rata to the contributed capital of such investor Limited Partners so that each Limited Partner shall contribute the same dollar amount per one percent interest as a Limited Partner. In the event that Drew Fender does not make such additional Capital Contribution or does not execute an amendment to this Agreement for purposes of admitting investor Limited Partners, he shall withdraw from the Partnership and be reimbursed his original Capital Contribution of \$90.00.

#### VII. ADDITIONAL CAPITAL CONTRIBUTIONS

The Limited Partner is not required to contribute additional capital to the Partnership other than as set forth on Schedule A or in Section VI hereof.

#### VIII. RETURN OF CAPITAL

No Partner shall have the right to withdraw or reduce his Capital Contributions, or to demand and receive property other than cash from the Partnership in return for his Capital Contributions. The Partners shall be entitled to a return of their capital only upon the winding up of the Partnership after dissolution or as set forth in Section VI hereof.

IX. PRIORITY AMONG PARTNERS

No Limited Partner shall have priority over any other Limited Partner as to the return of his Capital Contributions or as to compensation by way of income.

X. PROFITS, LOSSES AND CASH DISTRIBUTIONS

The profits, gains, losses, deductions and credits of the Partnership for tax and accounting purposes shall be determined by the General Partner in accordance with generally accepted accounting principles, and shall be allocated to the Partners, pro rata, in accordance with their Partnership Interests as set forth in Schedule A.

XI. MANAGEMENT

The General Partner shall have the full and complete authority, discretion and responsibility to make all decisions affecting the business of the Partnership. Kate shall serve as the Managing General Partner of the Partnership and shall assume responsibility for all phases of the financing, acquisition, rehabilitation and development of the Project and shall conduct the day to day operations of the Partnership.

The General Partner shall provide accounting and financial supervision to the Partnership. In addition, the General Partner shall prepare all tax returns required of the Partnership, and, in connection with the federal income tax returns, shall make elections under the Internal Revenue Code in its discretion on behalf of the Partnership.

The General Partner shall be paid appropriate amounts as compensation for its management services.

XII. TRANSFER OF PARTNERSHIP INTERESTS

(A) A Limited Partner may sell, assign, transfer, pledge, hypothecate, grant a security interest in, encumber or in any other manner dispose of all or any part of his Interest only with the prior consent of the General Partner, which it may grant or withhold in its sole discretion.

(B) An assignee or other successor-in-interest will be admitting to the Partnership as a substitute limited partner only if such person:

(1) Submits to the General Partner a duly executed and acknowledged counterpart of the instrument of transfer,

(2) Submits to the General Partner such instruments required by it to evidence such persons' agreement to be bound by all provisions of the Partnership, and

(3) Agrees to bear all costs and expenses, including legal fees to the Partnership, incurred to effect such substitution.

XIII. WITHDRAWAL OF GENERAL PARTNERS

Upon the death, retirement, bankruptcy or insanity of a General Partner, any remaining General Partner shall continue the business of the Partnership, unless all Partners agree otherwise.

XIV. DISTRIBUTIONS IN KIND

A Limited Partner is not entitled to demand and receive property other than cash in return for his contributions to the capital of the Partnership.

XV. NO DISCRIMINATION

The Partnership shall not discriminate on the basis of (i) political or religious opinion or affiliation, marital status, race, color, creed or national origin, (ii) sex or age, except when age or sex constitutes a bona fide qualification, or (iii) the physical or mental handicap of a qualified handicapped individual.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Limited Partnership as of the day and year first above written.

[Signature pages follow]

LAFAYETTE LIMITED PARTNERSHIP  
LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER  
SIGNATURE PAGE

Witness: Charlotte R. Barker

By: [Signature]  
Drew Fender

STATE OF Maryland )  
COUNTY OF Shirley ) ss:

I hereby certify that on this 26th day of December, 1989, before me personally appeared Drew Fender, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she is duly authorized to execute the same as her free act and deed.

My term of office expires: July 1, 1990

Charlotte R. Barker  
Notary Public

LIBER 6 PAGE 83  
LAFAYETTE LIMITED PARTNERSHIP  
LIMITED PARTNERSHIP AGREEMENT

GENERAL PARTNER  
SIGNATURE PAGE

Kate Corp., a Maryland  
corporation

Attest: Charlotte L. Barker

By: James J. Sarazin  
As Its President

STATE OF Maryland )  
COUNTY OF Harford ) ss:

I hereby certify that on this 26th day of December,  
1989, before me personally appeared James J. Sarazin,  
to me known to be the person described in and who executed the  
foregoing instrument, and acknowledged that he is duly authorized  
to execute the same as his free act and deed.

My term of office expires: July 1, 1990

Charlotte R. Barker  
Notary Public

0128DER.MB  
12/26/89

## CALVERTON LIMITED PARTNERSHIP

## SCHEDULE A

| <u>General Partner</u>  | <u>Partnership<br/>Interests</u> | <u>Capital<br/>Contributions</u> |
|---|----------------------------------|----------------------------------|
| Kate Corp., a Maryland corporation<br>205 North Washington Street<br>Havre de Grace, Maryland 21078 | 10.00%                           | \$ 10.00                         |
| <u>Limited Partner</u>  |                                  |                                  |
| Drew Fender<br>205 North Washington Street<br>Havre de Grace, Maryland 21078                        | 90.00%                           | \$ 90.00                         |
|   | <hr/> 100.00%                    | <hr/> \$100.00                   |

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

20 1/10

BUSINESS CODE

COUNTY

62

#

M2864858

P.A.

Religious

Close

Stock

Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT

FEE REMITTED

10 50 Expedited Fee  
 20 Organ. & Capitalization  
 61 Rec. Fee (Arts. of Inc.)  
 62 Rec. Fee (Amendment)  
 63 Rec. Fee (Merger or Consolidation)  
 64 Rec. Fee (Transfer)  
 65 Rec. Fee (Dissolution)  
 66 Rec. Fee (Revival)  
 52 Foreign Qualification  
 50 Cert. of Qual. or Reg.  
 51 Foreign Name Registration  
 13 1 Certified Copy 7  
 56 Penalty  
 54 For. Supplemental Cert.  
 53 Foreign Resolution  
 73 Certificate of Conveyance

Name Change

(New Name)

☒ Change of Name  
☐ Change of Principal Office  
☐ Change of Resident Agent  
☐ Change of Resident Agent Address  
☐ Resignation of Resident Agent  
☐ Designation of Resident Agent  
☐ and Resident Agent's Address  
☐ Other Change

76 Certificate of Merger/Transfer

75 Special Fee  
 80 For. Limited Partnership  
 83 Cert. Limited Partnership  
 84 50 Amendment to Limited Partnership  
 85 Termination of Limited Partnership  
 21 Recordation Tax  
 22 State Transfer Tax  
 23 Local Transfer Tax  
 31 Corp. Good Standing  
 NA Foreign Corp. Registration  
 87 Limited Part. Good Standing  
 71 Financial  
 600 Personal  
 Property Reports and late filing penalties  
 70 Change of P.O., R.A. or R.A.A.  
 91 Amend/Cancellation, For. Limited Part.  
 Other  
 Other

Code 027

ATTENTION:

MAIL TO ADDRESS:

Collagher, Evelyn &amp; Jones

218 N. Charles St.

Box No. Md. 21201

TOTAL FEES

113



Check

Cash

NOTE:

2

Documents on

1

checks

APPROVED BY:

PCM

CERTIFIED  
COPY  
MAILED  
JAN 11 1990

1120 1121



CERTIFICATE OF AMENDMENT  
OF  
LAFAYETTE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND December 27, 1989 AT 2:22 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M 2864858

TO THE CLERK OF THE COURT OF HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

gcs



A 279214  
REC'D & RECORDED  
NO 6 FOLIO 78

RECORDED IN THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND IN LIBER, 23 MAY 1990 AM 9:22

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, CHARLES G. HODGINS, III  
FOLIO 78 CLERK

2015



LIBER

6 PAGE

87

RETURN: A J.A. Young, Esq.  
200 South Main Street  
Bel Air, MD 21014

RECEIVED  
DEC 20 1989  
PM 2 01  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 27th day of December, 1989 by the undersigned parties:

W I T N E S S E T H:

WE, the undersigned parties, constituting the only General Partners of The Sparks Limited Partnership, hereby certify that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within the quotation marks shall be deemed to include the words which follow them:

A. "Certificate" shall mean and refer to this Certificate of Limited Partnership.

B. "Partnership" shall mean and refer to this Limited Partnership, The Sparks Limited Partnership.

1. Partnership Name.

The name of the Partnership shall be "THE SPARKS LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent.

The address of the principal office of the Partnership in this State is 1702 Campbell Rd. Fallston, Maryland 21047. The name and address of the Resident Agent of the Partnership in this State is Mary K. Morin, 214-D Crocker Drive, Bel Air, Maryland 21014.

3. Name and Address of General Partners.

The names and business, residence or mailing addresses of the General Partners are as set forth on the signature page hereof.

4. Term.

The term of this Limited Partnership shall be 50 years unless terminated in accordance with The Sparks Limited Partnership Agreement.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 27th day of December, 1989.

WITNESS:

GENERAL PARTNERS:

Dionis E. Morgan

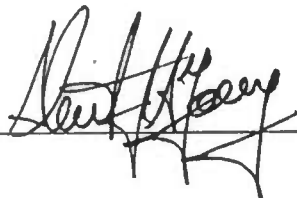
Norma H. Guercio (SEAL)  
Norma G. Guercio

Mailing Address:

P. O. Box 148  
Fallston, Maryland 21047

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION  
RECORDED FOR RECORD  
12/28/89 at 2:01 p.m.

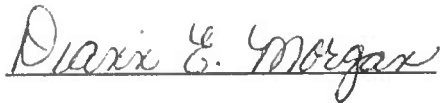
93638034



Linda R. Kelly (SEAL)  
Linda R. Kelly

Mailing Address:

2030 High Point Road  
Forest Hill, Maryland 21050



Mary K. Morin (SEAL)  
Mary K. Morin

Mailing Address:

214D Crocker Drive  
Bel Air, Maryland 21014



Claudia A. Sparks (SEAL)  
Claudia A. Sparks

Mailing Address:

317 Webster Street  
Bel Air, Maryland 21014

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

057

BUSINESS CODE

COUNTY

62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

10 30 Expedited Fee  
20 \_\_\_\_\_ Organ. & Capitalization  
61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
62 \_\_\_\_\_ Rec. Fee (Amendment)  
63 \_\_\_\_\_ Rec. Fee (Merger or  
Consolidation)

Name Change  
(New Name) \_\_\_\_\_

64 \_\_\_\_\_ Rec. Fee (Transfer)  
65 \_\_\_\_\_ Rec. Fee (Dissolution)  
66 \_\_\_\_\_ Rec. Fee (Revival)  
52 \_\_\_\_\_ Foreign Qualification  
50 \_\_\_\_\_ Cert. of Qual. or Reg.  
51 \_\_\_\_\_ Foreign Name Registration  
13 \_\_\_\_\_ Certified Copy  
56 \_\_\_\_\_ Penalty  
54 \_\_\_\_\_ For. Supplemental Cert.  
53 \_\_\_\_\_ Foreign Resolution  
73 \_\_\_\_\_ Certificate of Conveyance

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent  
Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
and Resident Agent's Address  
\_\_\_\_\_ Other Change

76 \_\_\_\_\_ Certificate of Merger/Transfer

75 \_\_\_\_\_ Special Fee  
80 \_\_\_\_\_ For. Limited Partnership  
83 50 Cert. Limited Partnership  
84 \_\_\_\_\_ Amendment to Limited Partnership  
85 \_\_\_\_\_ Termination of Limited Partnership  
21 \_\_\_\_\_ Recordation Tax  
22 \_\_\_\_\_ State Transfer Tax  
23 \_\_\_\_\_ Local Transfer Tax

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

31 \_\_\_\_\_ Corp. Good Standing  
NA \_\_\_\_\_ Foreign Corp. Registration  
87 \_\_\_\_\_ Limited Part. Good Standing  
71 \_\_\_\_\_ Financial

MAIL TO ADDRESS:

Albert Spang  
200 S. Main St.  
Bel Air, Md 21014

600 \_\_\_\_\_ Personal  
Property Reports and \_\_\_\_\_  
late filing penalties  
70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.  
91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.  
Other \_\_\_\_\_  
Other \_\_\_\_\_

TOTAL  
FEES80 Check

Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY:

A V H

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
THE SPARKS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND DECEMBER 28, 1989 AT 2:01 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$

\$ 50.00

\$

M2928406

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
ALBERT YOUNG  
200 S. MAIN STREET  
BEL AIR

MD 21014

12703030087

A 319771

REC'D & RECORDED *CC-N*  
HO *6* *87*

RECORDED IN THE RECORDS OF THE  
1990 MAY 23 AM 9:22

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO.



LIBER 6 PAGE 91

2-22-90  
PARSONS FAMILY LIMITED PARTNERSHIP

8:49a

## CERTIFICATE OF CANCELLATION

THIS CERTIFICATE OF CANCELLATION is made this 6<sup>th</sup> day of December, 1989, by the undersigned parties.

## WITNESSETH:

We, the undersigned parties, constituting all of the general partners of Parsons Family Limited Partnership, hereby certify that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time, ("MRULPA") shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the word or words which follow them:

- A. "Certificate" - This Certificate of Cancellation.
- B. "Partnership" - Parsons Family Limited Partnership.

1. Partnership Name. The name of the Limited Partnership is "Parsons Family Limited Partnership".

2. Filing Dates. The dates of filing of the initial certificate and each amendment thereto are as follows:

February 13, 1989 - The date of filing of the initial Certificate of Limited Partnership.

There have been no amendments.

3. Reason for Filing Certificate. The reason for filing this Certificate is as follows: All of the partners have consented to the dissolution and winding up of the Partnership.

4. Effective Date. The effective date of cancellation

1990 FEB 22 A 8:49

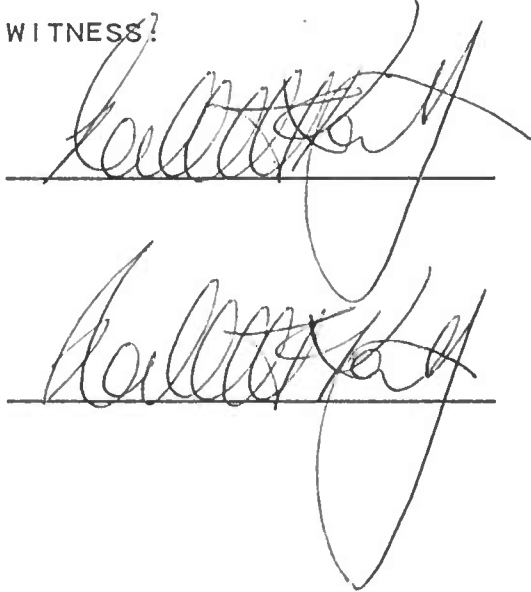
1

00000010 3218 1429


shall be the date of filing of this Certificate.


IN WITNESS WHEREOF, this Certificate of Cancellation has  
been signed this 6 day of December, 1989.

WITNESS:

  
Two handwritten signatures, likely of the witnesses, are written over horizontal lines.

GENERAL PARTNERS:

  
JAMES B. PARSONS  
29 Patterson Mill Road  
Bel Air, Maryland 21014

  
ADA G. PARSONS  
29 Patterson Mill Road  
Bel Air, Maryland 21014

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 021

BUSINESS CODE \_\_\_\_\_

COUNTY 62# M 2731156 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

Name Change  
(New Name) \_\_\_\_\_

10 Expedited Fee  
20 Organ. & Capitalization  
61 Rec. Fee (Arts. of Inc.)  
62 Rec. Fee (Amendment)  
63 Rec. Fee (Merger or Consolidation)  
64 Rec. Fee (Transfer)  
65 Rec. Fee (Dissolution)  
66 Rec. Fee (Revival)  
52 Foreign Qualification  
50 Cert. of Qual. or Reg.  
51 Foreign Name Registration  
13 \_\_\_\_\_ Certified Copy \_\_\_\_\_  
56 Penalty  
54 For. Supplemental Cert.  
53 Foreign Resolution  
73 Certificate of Conveyance

76 Certificate of Merger/Transfer

75 Special Fee  
80 For. Limited Partnership  
83 Cert. Limited Partnership  
84 Amendment to Limited Partnership  
85 50 Termination of Limited Partnership  
21 Recordation Tax  
22 State Transfer Tax  
23 Local Transfer Tax  
31 \_\_\_\_\_ Corp. Good Standing  
NA Foreign Corp. Registration  
87 \_\_\_\_\_ Limited Part. Good Standing  
71 Financial  
600 \_\_\_\_\_ Personal  
Property Reports and late filing penalties  
70 Change of P.O., R.A. or R.A.A.  
91 Amend/Cancellation, For. Limited Part.  
Other  
Other

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS:

Robert Kahoe Jr  
9 S. Hickory Ave  
Bel air Md 21014

TOTAL  
FEES 50☒ Check

Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: JS

3218 1430

LIBER 6 PAGE 94

CERTIFICATE OF CANCELLATION  
OF  
PARSONS FAMILY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND FEBRUARY 22, 1990 AT 8:49 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2731156

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
ROBERT KAHOE, JR.  
9 S. HICKORY AVENUE  
BEL AIR

MD 21014

165C3032617

A 321520  
REC'D & RECORDED *egH*  
NO 6 FOLIO 91



RECORDED IN THE RECORDS OF THE 1990 JUN 14 AM 9:19  
STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION OF MARYLAND IN LIBER, FOLIO, *3218 1427*  
CLERK *CHARLES G. HOB. III*



LIBER

6 PAGE

95

APPROVED FOR RECORD

2/27/90 at 8:46 A.m.

BEL AIR SOUTH ASSOCIATES LIMITED PARTNERSHIP

WCT

CERTIFICATE OF LIMITED PARTNERSHIP

WHEREAS, a limited partnership known as Bel Air South Associates Limited Partnership (the "Partnership") was formed on February 9, 1990, under the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the undersigned, constituting all of the general partners of the Partnership, do hereby certify as follows:

1. Name. The name of the Partnership is hereby "Bel Air South Associates Limited Partnership".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership shall be c/o Art Builders, P.O. Box 806, Abingdon, Maryland 21009. The name and post office address of the Resident Agent of the Partnership is: Avrum M. Kowalsky, Esquire, Kowalsky & Hirschhorn, P.A. Suite 300, 101 South Main Street, Bel Air, Maryland 21014.

3. General Partners. The General Partners of the Limited Partnership are (i) Pumping Station, Inc., whose principal office is located at P.O. Box 806, Abingdon, Maryland 21009, and (ii) FFC, Inc., whose principal office is located at 1220 Churchville Road, Bel Air, Maryland 21014.

4. Term. The Partnership shall be dissolved and its affairs wound up upon the earlier of (a) the expiration of the term of the Partnership (December 31, 2029), or (b) the

1990 FEB 27 A 8:46

00588192

3222 0025

happening of any event causing the dissolution of the Partnership under the Act or the Partnership's Agreement of Limited Partnership.

IN WITNESS WHEREOF, the General Partners have caused this Certificate of Limited Partnership to be executed this 26th day of February, 1990.

GENERAL PARTNERS:

PUMPING STATION, INC.

By: James Lambdin (SEAL)  
James Lambdin  
President

FFC, INC.

By: Thomas Langford (SEAL)  
Thomas Langford  
President

742A

-2-

742A/021390

3222 0026

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

# P.A. Religious Close Stock Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

Name Change  
(New Name)

10 Expedited Fee  
 20 Organ. & Capitalization  
 61 Rec. Fee (Arts. of Inc.)  
 62 Rec. Fee (Amendment)  
 63 Rec. Fee (Merger or Consolidation)  
 64 Rec. Fee (Transfer)  
 65 Rec. Fee (Dissolution)  
 66 Rec. Fee (Revival)  
 52 Foreign Qualification  
 50 Cert. of Qual. or Reg.  
 51 Foreign Name Registration  
 13 0 / Certified Copy  
 56 Penalty  
 54 For. Supplemental Cert.  
 53 Foreign Resolution  
 73 Certificate of Conveyance

76 Certificate of Merger/Transfer

75 Special Fee  
 80 For. Limited Partnership  
 83 50 Cert. Limited Partnership  
 84 Amendment to Limited Partnership  
 85 Termination of Limited Partnership  
 21 Recordation Tax  
 22 State Transfer Tax  
 23 Local Transfer Tax  
 31 Corp. Good Standing  
 NA Foreign Corp. Registration  
 87 Limited Part. Good Standing  
 71 Financial  
 600 Personal  
 Property Reports and late filing penalties  
 70 Change of P.O., R.A. or R.A.A.  
 91 Amend/Cancellation, For. Limited Part.  
 Other  
 Other

Code

ATTENTION:

Aurum M. Kowalsky

MAIL TO ADDRESS:

Kowalsky &  
 Hirschhorn, P.A.  
 Suite 300  
 101 South Main Street  
 Bel Air, Maryland 21014

TOTAL  
FEES

58

✓ Check

Cash

NOTE:

Documents on checks

APPROVED BY:

NLS

3222 0027

LIBER 6 PAGE 98

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
BEL AIR SOUTH ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND FEBRUARY 27, 1990 AT 8:46 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2971463

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
KOWALSKY & HIRSCHHORN, P.A.  
ATTN: AVRUM M. KOWALSKY  
STE. 300, 101 S. MAIN ST.  
BEL AIR MD 21014

172C3031004

A 322554

REC'D & RECORDED  
NO 6 FOLIO 95

RECORDED IN THE RECORDS OF THE 1990 JUN 14 AM 9:21

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO

HARFORD CO.  
CHARLES G. HOBBS, III  
322210024



CERTIFICATE OF AMENDMENT APPROVED FOR RECORD

3-7-90 at 8:39 a.m.

THIS CERTIFICATE OF AMENDMENT is made this 27<sup>th</sup> day of February, 1990, by and between the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting the general partners of PCST Limited Partnership, pursuant to paragraph 12(c) of the Amended and Restated Agreement and Certificate of Limited Partnership dated December 30, 1986, hereby certify that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act as amended from time to time ("MRULPA") shall have the same meaning as provided in the MRULPA and the word or words listed below within quotation marks shall be deemed to include the word or words which follow them:

- A. "Certificate" - This Certificate of Amendment.
- B. "Partnership" - This limited partnership.
1. Partnership Name. The name of the Partnership is "PCST Limited Partnership."
2. Amendment to Certificate. The Amended and Restated Agreement and Certificate of Limited Partnership of the Partnership dated December 30, 1986 (as amended January 16, 1987 and April 10, 1989) by and between Paul Slade and Myrtle Slade as general partners, and Paul Slade, Myrtle Slade and Thomas Watson as limited partners is hereby amended by deleting paragraph 8 (Allocation of

3221 1804

00668063

Profits and Losses) thereof, and substituting in lieu thereof the following:

"8. Allocation of Profits and Losses.

a. For purposes of this Agreement and until determined otherwise by the General Partners, in their sole discretion, the term fiscal year shall mean the calendar year (the "Fiscal Year").

b. Definitions. For the purpose of paragraph 8. herein, the word or words listed below within quotation marks shall be deemed to include the words which follow them:

(i) "Capital Income" or "Capital Losses" shall mean all net income or losses incurred as a result of any sale, condemnation or other disposition of the Property (or any portion thereof) after the deduction of any and all mortgages or other secured indebtedness encumbering the Property.

(ii) "Operating Income" and "Operating Loss" shall mean all net income or losses from the operation of the Partnership other than Capital Income and Capital Losses.

c. Allocation of Operating Income and Operating Loss.

(i) The Old Property. Operating Income, Operating Losses, depreciation (including amortization of leasehold, leasehold improvements and loan application and processing fees) of the Partnership for the Old Property for each fiscal year of the Partnership shall be allocated one hundred percent (100%) to the Slades as general partners and limited partners.

(ii) The New Property. Operating Income, Operating Losses, depreciation (including amortization of leasehold, leasehold improvements and loan application and processing fees) of the Partnership for the New Property for each fiscal year of the Partnership shall be allocated as follows:

(1) sixty-five percent (65%) to the Slades as general partners;

(2) thirty-five percent (35%) to Watson as a limited partner.

d. Allocation of Capital Income and Capital Losses.

(i) The Old Property. Capital Income and Capital Losses for each year of the Partnership for the Old Property shall be allocated one hundred percent (100%) to the Slades as general partners and as limited partners.

(ii) The New Property. Capital Income and Capital Losses for each year of the Partnership for the New Property shall be allocated as follows:

(1) sixty-five percent (65%) to the Slades as general partners;

(2) thirty-five percent (35%) to Watson as a limited partner.

e. Allocation in the Event of a Sale of the Entire Property. In the event that the Property is sold, the parties agree that for purposes of determining allocation of Capital Loss or Capital Income (as the case may be) fifty percent (50%) of the sales price shall be allocated to the Old Property and fifty percent (50%) of the sales price shall be allocated to the New Property."

3. In all other respects the Amended and Restated Agreement and Certificate of Limited Partnership dated December 30, 1986 (as amended January 16, 1987 and April 10, 1989) shall remain in full force and effect.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed the day and year first above written.

WITNESS:

Carol S. Lockman  
Carol S. Lockman

GENERAL PARTNERS

Paul Slade (SEAL)  
 Paul Slade

Myrtle Slade (SEAL)  
 Myrtle Slade

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

620

BUSINESS CODE

COUNTY

62# M2264620

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

Name Change  
(New Name)

10 Expedited Fee  
 20 Organ. & Capitalization  
 61 Rec. Fee (Arts. of Inc.)  
 62 Rec. Fee (Amendment)  
 63 Rec. Fee (Merger or Consolidation)  
 64 Rec. Fee (Transfer)  
 65 Rec. Fee (Dissolution)  
 66 Rec. Fee (Revival)  
 52 Foreign Qualification  
 50 Cert. of Qual. or Reg.  
 51 Foreign Name Registration  
 13 Certified Copy  
 56 Penalty  
 54 For. Supplemental Cert.  
 53 Foreign Resolution  
 73 Certificate of Conveyance

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

76 Certificate of Merger/Transfer

Code

75 Special Fee  
 80 For. Limited Partnership  
 83 Cert. Limited Partnership  
 84 50 Amendment to Limited Partnership  
 85 Termination of Limited Partnership  
 21 Recordation Tax  
 22 State Transfer Tax  
 23 Local Transfer Tax  
 31 Corp. Good Standing  
 NA Foreign Corp. Registration  
 87 Limited Part. Good Standing  
 71 Financial  
 600 Personal  
 Property Reports and late filing penalties  
 70 Change of P.O., R.A. or R.A.A.  
 91 Amend/Cancellation, For. Limited Part.  
 Other  
 Other

ATTENTION:

Charles E. Rosolio

MAIL TO ADDRESS:

Rosolio and Silverman, PA.Suite 320Nottingham Center502 Washington AvenueTowson, Md. 21204TOTAL  
FEES

Check

Cash

NOTE:

Documents on

checks

APPROVED BY:

3221 1807



LIBER 6 PAGE 103

CERTIFICATE OF AMENDMENT  
OF  
PCST LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND MARCH 7, 1990 AT 8:39 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2264620

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
ROSOLIO AND SILVERMAN, P.A.  
ATTN: CHARLES E. ROSOLIO  
STE. 320, NOTTINGHAM CENTER  
502 WASHINGTON AVENUE  
TOWSON MD 21204

173C3031154

A 322653



RECORDED IN THE RECORDS OF THE

REC'D & RECORDED

NO 6 FOLIO 99

STATE DEPARTMENT OF ASSESSMENTS

1990 JUN 14 3:21 PM '90

AND TAXATION OF MARYLAND IN LIBER, FOLIO

HARFORD CO.  
CHARLES G. HOBBS, III  
CLERK

RECEIVED  
90 MAR 9 PM 12 25  
STATE DEPT OF  
ASSESSMENT AND TAXATION

STATE DEPARTMENT OF ASSESSMENT  
AND TAXATION  
APPROVED FOR RECORD  
3/9/90 at 12:25

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
L & H LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 8<sup>th</sup> day of March 1990, by Hildelea, Inc. a Maryland Corporation, as the General Partner and by Michael E. Leaf and Dennis Hildebrandt as Limited Partners.

EXPLANATORY STATEMENT

Pursuant to certain agreements, Hildelea, Inc., as General Partner, and Michael E. Leaf and Dennis L. Hildebrandt, as Limited Partners, have formed a Limited Partnership to be known as L & H Limited Partnership (the "Partnership"). The purpose of this Certificate is (i) to reflect Hildelea, Inc. as the General Partner of the Partnership, (ii) to commence the business of the Partnership, and (iii) to set forth in this Certificate those matters now prescribed under the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act").

NOW, THEREFORE, the General Partner hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The business of the Partnership shall be conducted under the name "L & H Limited Partnership."

2. The purposes for which the Partnership is formed are to own, manage, purchase, sell and otherwise deal with real estate and to conduct any and all lawful business of the Partnership.

3. The address of the principal office of the Partnership is 112 South Main Street, Bel Air, Maryland 21014. The name and address of the resident agent of the Partnership are Michael E. Leaf, 112 South Main Street, Bel Air, Maryland 21014. ✓

4. The name and business address of the General Partner is as follows:

Hildelea, Inc.  
112 South Main Street  
Bel Air, Maryland 21014

5. The name and address of each Limited Partner is:

Michael E. Leaf, Esquire  
112 South Main Street  
Bel Air, Maryland 21014

007181342 0990

Dennis L. Hildebrandt  
112 South Main Street  
Bel Air, Maryland 21014

LIBER

6 PAGE 105

6. The value of the property contributed by each Limited Partner is as follows:

Limited Partners:

|                       |             |
|-----------------------|-------------|
| Michael E. Leaf       | \$18,750.00 |
| Dennis L. Hildebrandt | \$ 6,250.00 |

7. The Limited Partners have not agreed to make any additional contributions to the Partnership.

8. Any power of a Limited Partner to grant the right to an assignee to become a Limited Partner of the Partnership shall be governed by a separate agreement of the Partners and shall be subject to the approval of the General Partner.

9. The right of any Partner to receive distributions of property (including cash) from the Partnership shall be governed by a separate agreement of the Partners and shall be based upon the percentage of contributions made to the Partnership.

10. The affairs of the Partnership, including all rights, powers, and obligations of the Partners, shall be governed by an Agreement of Limited Partnership, of even date herewith (the "Partnership Agreement"), which may be amended from time to time by the Partners of the Partnership.

11. The Partnership shall be dissolved and its affairs wound up upon: (a) the expiration of the term of the Partnership, (b) the sale, exchange, or other complete disposition of all of the Partnership's assets, (c) the incapacity of the General Partners of the Partnership (unless an election is made to continue the Partnership), or (d) the happening of any other event causing the termination of the Partnership under the Act or the Partnership Agreement.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

12) The latest date upon which  
this Partnership<sup>2</sup> shall terminate 7222 0881  
is December 1, 2020.

ATTEST:

Stephen C. Winter

GENERAL PARTNER:

HILDELEA INC.

By: Michael E. Leaf (SEAL)  
MICHAEL E. LEAF, President

WITNESS:

Stephen C. Winter

Stephen C. Winter

Michael E. Leaf  
MICHAEL E. LEAF, LIMITED PARTNER

Dennis L. Hildebrandt  
DENNIS L. HILDEBRANDT,  
LIMITED PARTNER

CMM:  
C-1:Bel-Air

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

BUSINESS CODE

COUNTY

# P.A. Religious Close Stock Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

Name Change  
(New Name)

10 39 Expedited Fee  
 20 Organ. & Capitalization  
 61 Rec. Fee (Arts. of Inc.)  
 62 Rec. Fee (Amendment)  
 63 Rec. Fee (Merger or Consolidation)  
 64 Rec. Fee (Transfer)  
 65 Rec. Fee (Dissolution)  
 66 Rec. Fee (Revival)  
 52 Foreign Qualification  
 50 Cert. of Qual. or Reg.  
 51 Foreign Name Registration  
 13 Certified Copy  
 56 Penalty  
 54 For. Supplemental Cert.  
 53 Foreign Resolution  
 73 Certificate of Conveyance

Change of Name  
 Change of Principal Office  
 Change of Resident Agent  
 Change of Resident Agent Address  
 Resignation of Resident Agent  
 Designation of Resident Agent and Resident Agent's Address  
 Other Change

76 Certificate of Merger/Transfer

Code

75 Special Fee  
 80 For. Limited Partnership  
 83 50 Cert. Limited Partnership  
 84 Amendment to Limited Partnership  
 85 Termination of Limited Partnership  
 21 Recordation Tax  
 22 State Transfer Tax  
 23 Local Transfer Tax  
 31 Corp. Good Standing  
 NA Foreign Corp. Registration  
 87 6 1 Limited Part. Good Standing  
 71 Financial  
 600

ATTENTION:

MAIL TO ADDRESS:

Stephen Winter  
 606 Bosley Ave  
 Towson MD 21204

Property Reports and late filing penalties  
 Change of P.O., R.A. or R.A.A.  
 Amend/Cancellation, For. Limited Part.  
 Other  
 Other

TOTAL  
FEES

95

✓ Check

Cash

NOTE:

ack-mel

Documents on checks

APPROVED BY:

PCM

3222 0987

LIBER 6 PAGE 108

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
L & H LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND MARCH 9, 1990 AT 12:25 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2973485

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
STEPHEN WINTER  
606 BOSLEY AVE.  
TOWSON

MD 21204



175C3031295

A 322806 CGH  
REC'D & RECORDED  
NO. 6 FOLIO 104

RECORDED IN THE RECORDS OF THE 1990 JUN 14 AM 9:21

STATE DEPARTMENT OF ASSESSMENTS

HAR322300879  
CHARLES G. HIOB. III

AND TAXATION OF MARYLAND IN LIBER, FOLIO. CLERK

THIS PARTNERSHIP AGREEMENT, made this 24<sup>th</sup> day of May, 1984, by and between JANE HEAPS CROSLEY, HENRY W. HEAPS, JEANNE HEAPS JACKSON and RUTH HEAPS BURKINS, hereinafter referred to as Partners.

WITNESSETH

1. Name. The name of the partnership shall be Belle Farm Partnership.

2. Place of Business. The principal place of business and post office address of the partnership shall be c/o 3960 Street Road, Street, Maryland, 21154.

3. Nature of Business. The partnership shall engage in such business undertakings as shall be determined by the Partners, including, but not limited to, ownership and management of land.

4. Duration. The partnership shall commence on May 1, 1984, and shall continue until terminated as herein provided.

5. Capital Contribution and Ownership Interests. The Partners' capital contribution shall be in the same proportion as their ownership interest, which ownership interest shall be as follows:

|                      |   |                  |
|----------------------|---|------------------|
| Jane Heaps Crosley   | - | One Fourth (1/4) |
| Henry W. Heaps       | - | One Fourth (1/4) |
| Jeanne Heaps Jackson | - | One Fourth (1/4) |
| Ruth Heaps Burkins   | - | One Fourth (1/4) |

6. Salaries. None of the Partners shall receive any salary for services rendered to the partnership, unless so agreed.

7. Loans by Partners. If any Partner shall, with the written consent of the other Partners, advance any monies to the partnership in excess of the capital contributed as set forth above, the amount of the monies so advanced shall be considered as a loan to the partnership and shall bear interest at the rate agreed, until repaid.



8. Profits and Losses. The net profits of the partnership shall be divided equally among the Partners and the net losses shall be borne equally by them.

9. Management. The Partners shall have equal rights in the management of the partnership business.

10. Limitations on Partners' Powers. No Partner shall, without the consent of the other Partners:

(a) Borrow money in the partnership name for partnership purposes, or utilize collateral owned by the partnership as security for such loans.

(b) Assign, transfer, pledge, compromise or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership.

(c) Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all the property of the partnership.

(d) Lease, or mortgage any partnership real estate, or any interest therein, or enter into any contract for any such purpose.

(e) Pledge or hypothecate, or in any manner transfer his interest in the partnership, except to the other parties to this agreement.

(f) Become a surety, guarantor, or accommodation party to any obligation.

11. Books of Account. The partnership shall maintain adequate accounting records. All books, records, and accounts of the partnership shall be open at all times to inspection by the Partners.

John E. Clark  
OF COUNSEL  
ATTORNEY AT LAW  
1000 MAIN STREET  
BALTIMORE, MARYLAND 21014



12. Accounting Basis. The books of account shall be kept on a cash basis.

13. Fiscal Year. The books of account shall be kept on a fiscal year basis commencing January 1, and ending December 31, and shall be closed and balanced at the end of each fiscal year.

14. Financial Records and Accounts. Financial records and accounts shall be maintained as agreed by the Partners and be available for examination at all reasonable times by a Partner.

15. Banking. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the Partners. Checks shall be drawn on the partnership bank account for partnership purposes only and shall be signed as the Partners may determine.

16. Restriction on Disposition of Partnership Interest. A Partner shall not sell or make a disposition of any interest in the partnership business or assets except in the manner herein provided, or in accordance with the agreement of all Partners, in writing.

17. Termination of Partners' Interest by Death. Upon the death of a Partner, the surviving Partner or Partners shall have the option to buy and the decedent's estate shall sell the decedent's share in the partnership. The price will be equal to the value of such share as agreed by the surviving Partner or Partners and the Personal Representative of the decedent's estate, or by arbitration as herein provided, if unable to reach an agreement. The seller and the buyer shall give such instruments as may be necessary to complete the sale and transfer of any property.

The surviving Partner or Partners agree to indemnify the decedent's estate against all claims and demands made subsequent to the purchase contemplated by this agreement on account of the liabilities of the partnership.

18. Termination by Withdrawal of Partner. In the event a Partner desires to sell his interest in the partnership business,

John E. Clark  
240 SOUTH MAIN STREET  
ATLANTA, GEORGIA 30303  
ATTORNEY AT LAW

said Partner may withdraw from the partnership by giving not less than six (6) months' notice, prior to the end of any calendar year, to the other Partner or Partners who shall, within ninety (90) days after receiving such notice, indicate in writing their intention to purchase the said retiring Partner's interest for the value thereof; which value shall be determined by mutual agreement or by arbitration, as hereinafter provided. In the event the Partner or Partners to whom notice is given as above provided do not elect to purchase the retiring Partner's interest, then the partnership business shall be terminated at the end of the calendar year, above referred, and the assets divided among the Partners as their respective interests then appear.

19. Termination. This agreement shall cease and terminate on the occurrence of any of the following events, namely: (a) cessation of the partnership and disposition of assets of the partnership business during the lifetime of the Partners, (b) death of a Partner resulting in partnership business and assets vesting in a sole surviving Partner, (c) mutual agreement of termination among the Partners.

20. Arbitration. All disputes and questions whatsoever which shall arise, either during the partnership or afterwards, among the Partners, or their respective representatives, touching these presents, or the construction or application thereof, on any account, valuation, or division of assets, debts, or liabilities, to be made hereunder, or any act or omission of any Partner, or any other matter in any way relating to the partnership business or the affairs of the partnership, or the rights, duties, and liabilities of any person hereunder, shall be referred to a single arbitrator if the Partners agree upon one; otherwise, if they cannot so agree, each shall appoint an arbitrator, and in the event the two are unable to agree, they shall appoint a third, and the decision of the arbitrator or arbitrators, as the case may be, shall be final and binding upon all Partners and their respective representatives.

John E. Clark

JOHN E. CLARK AND KAHNDE  
ATTORNEYS AT LAW  
11 NORTH MAIN STREET  
BALTIMORE, MARYLAND 21014

IN WITNESS WHEREOF the Partners have signed this agreement the day and year first above written.

WITNESS:

Shirley I. Moore  
Shirley I. Moore

Shirley I. Moore  
Shirley I. Moore

Shirley I. Moore  
Shirley I. Moore

Shirley I. Moore  
Shirley I. Moore

Jane Heaps Crosley (SEAL)  
Jane Heaps Crosley

Henry W. Heaps (SEAL)  
Henry W. Heaps

Jeanne Heaps Jackson (SEAL)  
Jeanne Heaps Jackson

Ruth Heaps Burkins (SEAL)  
Ruth Heaps Burkins

STATE OF MARYLAND, HARFORD COUNTY, SCT."

I HEREBY CERTIFY that on this 1st day of May, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared Jane Heaps Crosley, Henry W. Heaps, Jeanne Heaps Jackson and Ruth Heaps Burkins and they acknowledged the foregoing Partnership Agreement to be their act.

AS WITNESS my hand and notarial seal.

My Commission  
Expires: July 1, 1986.

Shirley I. Moore  
Shirley I. Moore, Notary Public

John E. Clark  
CRAWFORD BIRCHARD-KAHOE  
ATTORNEYS AT LAW  
30 NORTH MAIN STREET  
BEL AIR, MARYLAND 21014

REC'D & RECORDED 684  
NO 6 FILED 109

1984 JUN 19 AM 8:57

HARFORD CO.  
CHARLES G. MOORE, JR.  
CLERK

461:190:150  
3:10/03/89  
ADDM0111.461

ADDENDUM TO PARTNERSHIP AGREEMENT

15  
THIS ADDENDUM TO PARTNERSHIP AGREEMENT, made this 16<sup>TH</sup> <sup>January 90</sup> ~~October~~, 1989, by and between JANE HEAPS CROSLEY, HENRY W. HEAPS, JEANNE HEAPS JACKSON and RUTH HEAPS BURKINS, partners (the "Partners"), trading as BELLE FARM PARTNERSHIP (the "Partnership").

WHEREAS, the Partners entered into a Partnership Agreement dated May 1, 1984 (the "Agreement"); and

WHEREAS, the Agreement does not specify the authority necessary for conveying the Partnership real property; and,

WHEREAS, the Partners desire to specify the authority necessary for conveying the Partnership real property.

The Partners hereby agree that the Partnership real property may be conveyed only with the signatures of at least two of the Partners. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Partners have signed this Addendum to Partnership Agreement the day and year first above written.

P. L. Llewellyn  
Witness

Dorothy Kriney  
Witness

Jane Heaps Crosley (SEAL)  
Jane Heaps Crosley

Henry W. Heaps (SEAL)  
Henry W. Heaps

461:190:150  
3:10/03/89  
ADDM0111.461

LIBER

6 PAGE 115

Brenda Preston  
Witness

Jeanne Heaps Jackson (SEAL)  
Jeanne Heaps Jackson

Lorna R. Craven  
Witness

Ruth Heaps Burkins (SEAL)  
Ruth Heaps Burkins

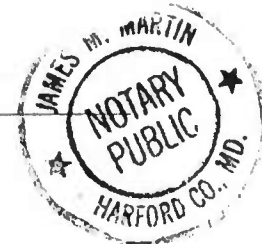
STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of January, 1989,  
before me, the subscriber, a Notary Public of the State and  
County aforesaid, personally appeared Jane Heaps Crosley, Henry  
W. Heaps, Jeanne Heaps Jackson, and Ruth Heaps Burkins, all  
known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within instrument, and acknowledged  
that they executed the same for the purposes therein contained,  
and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:  
July 1, 1990

James M. Martin  
Notary Public



REC'D & RECORDED  
NO 6 FILED 114  
1990 JUN 19 AM 8:57  
HARFORD CO. MD.

RECEIVED  
'90 APR 6 AM 10 59CERTIFICATE OF LIMITED PARTNERSHIP  
FOR  
STATE DEPT. OF ASSESSMENTS & TAXATION  
SPENCEOLA LIMITED PARTNERSHIPDEPARTMENT OF ASSESSMENTS  
AND TAXATION

\* 4/6/90 10:59 .m.

THE UNDERSIGNED, intending to form a limited partnership pursuant to the provisions of Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Maryland Revised Uniform Limited Partnership Act") hereby presents the within Certificate of Limited Partnership for recording among the Limited Partnership Records of the Maryland State Department of Assessments and Taxation certifying as follows:

I. The name of the partnership is Spenceola Limited Partnership (hereinafter referred to as the "Partnership").

II. The purpose for which the Partnership is formed is to acquire and develop for commercial use three (3) adjoining parcels of land containing in the aggregate approximately one hundred twenty (120) acres, more or less, and located at the intersection of Maryland Route 24, in Harford County, Maryland, also known as Spenceola Farm, and to carry on any other business which may be deemed by it to be calculated, directly or indirectly, to effectuate or facilitate the transaction of the aforesaid objects or businesses, or any of them, or any part thereof, or to enhance the value of its property, business or rights.

III. The principal office and address of the Partnership shall be c/o C. Kelly Smith, 522 Rock Spring Avenue, Bel Air, Maryland 21014. ✓

IV. The name and address of the resident agent of the Partnership is: ✓

C. Kelly Smith  
522 Rock Spring Avenue  
Bel Air, Maryland 21014

V. The name and address of the sole General Partner is:

C. Kelly Smith ✓  
522 Rock Spring Avenue  
Bel Air, Maryland 21014

01018433

00968547

2777 2777

00968543

VI. The term for which the Partnership shall exist shall be from February 8, 1989 and continuing until December 31, 2009.

WITNESS:

*Gene J. [Signature]*

GENERAL PARTNER:

*C. Kelly Smith* (SEAL)  
C. Kelly Smith

CERT0030.KLK

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

w63

05

BUSINESS CODE

COUNTY

62

#

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT

FEE REMITTED

10 39 Expedited Fee  
20 Organ. & Capitalization  
61 Rec. Fee (Arts. of Inc.)  
62 Rec. Fee (Amendment)  
63 Rec. Fee (Merger or  
Consolidation)  
64 Rec. Fee (Transfer)  
65 Rec. Fee (Dissolution)  
66 Rec. Fee (Revival)  
52 Foreign Qualification  
50 Cert. of Qual. or Reg.  
51 Foreign Name Registration  
13 Certified Copy  
56 Penalty  
54 For. Supplemental Cert.  
53 Foreign Resolution  
73 Certificate of Conveyance

Name Change  
(New Name)

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

76 Certificate of Merger/Transfer

Code

75 Special Fee  
80 For. Limited Partnership  
83 50 Cert. Limited Partnership  
84 Amendment to Limited Partnership  
85 Termination of Limited Partnership  
21 Recordation Tax  
22 State Transfer Tax  
23 Local Transfer Tax  
31 Corp. Good Standing  
NA Foreign Corp. Registration  
87 6 Limited Part. Good Standing  
71 Financial  
600 Personal  
Property Reports and  
late filing penalties  
70 Change of P.O., R.A. or R.A.A.  
91 Amend/Cancellation, For. Limited Part.  
Other  
Other

ATTENTION:

MAIL TO ADDRESS:

May Miller  
5 South Hickory Ave  
Bel Air Md  
21014

TOTAL  
FEES

95

✓

Check

Cash

NOTE:

1

Documents on

3

checks

APPROVED BY:

Pcm



LIBER

6 PAGE 119

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SPENCEOLA LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND APRIL 6, 1990 AT 10:59 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M2992741

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
MAX MILLER  
5 SOUTH HICKORY AVE.  
BEL AIR

MD 21014



196C3030518

A 325756  
REC'D & RECORDED *COH*  
NO *6* FOLIO *116*

RECORDED IN THE RECORDS OF THE 1990 JUL 19 AM 10:59

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO. 2332  
AND TAXATION OF MARYLAND IN LIBER, FOLIO CHARLES G. HIOB. III  
CLERK

4/9/90 at 11:00 A.m.

BRIGHT OAKS COURTYARD LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

WHEREAS, a limited partnership known as BRIGHT OAKS COURTYARD LIMITED PARTNERSHIP (the "Partnership"), was formed on the date hereof under the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the undersigned, the sole general partner of the Partnership, does hereby certify as follows:

1. Name. The name of the partnership is hereby "BRIGHT OAKS COURTYARD LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership shall be 3411 Emmorton Road, P.O. Box 806, Abingdon, Maryland 21009. The name and post office address of the Resident Agent of the Partnership are:

Avrum M. Kowalsky, Esquire  
Kowalsky & Hirschhorn, P.A.  
Suite 300  
101 South Main Street  
Bel Air, Maryland 21014

3. General Partner. The General Partner of the Limited Partnership is Bright Oaks Courtyard, Inc., whose principal office is located at 3411 Emmorton Road, P.O. Box 806, Abingdon, Maryland 21009.

4. Term. The Partnership shall be dissolved and its affairs wound up upon the earlier of (a) the expiration of the term of the Partnership (December 31, 2030) or (b) the happening of any event causing the dissolution of the Partnership under the Act or the Partnership's Agreement of Limited Partnership.

IN WITNESS WHEREOF the General Partner has caused this Certificate of Limited Partnership to be executed this 6th day of April, 1990.

GENERAL PARTNER:

BRIGHT OAKS COURTYARD, INC.

By:  (SEAL)  
Robert C. Ward  
President

00:11 A 6 - 8dV 0691

00998145

7372 0252

STATE OF MARYLAND )  
 City ) SS:  
 COUNTY OF Baltimore )

On this 6<sup>th</sup> day of April, 1990, before me, the subscriber, a notary public, personally appeared ROBERT C. WARD, who acknowledged himself to be the President of Bright Oaks Courtyard, Inc., a Maryland corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained as the duly authorized President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Lorraine Hathaway*  
 NOTARY PUBLIC  
 My Commission Expires: 7-1-90

590E

LAW OFFICES OF  
 KOWALSKY &  
 HIRSCHHORN, P.A.  
 COURTLAND SQUARE BUILDING  
 SUITE 300  
 101 SOUTH MAIN STREET  
 BALTIMORE, MARYLAND 21014

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

# P.A. Religious Close Stock Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee  
 20 Organ. & Capitalization  
 61 Rec. Fee (Arts. of Inc.)  
 62 Rec. Fee (Amendment)  
 63 Rec. Fee (Merger or Consolidation)  
 64 Rec. Fee (Transfer)  
 65 Rec. Fee (Dissolution)  
 66 Rec. Fee (Revival)  
 52 Foreign Qualification  
 50 Cert. of Qual. or Reg.  
 51 Foreign Name Registration  
 13 8 / Certified Copy 2  
 56 Penalty  
 54 For. Supplemental Cert.  
 53 Foreign Resolution  
 73 Certificate of Conveyance

Name Change  
(New Name)

Change of Name  
 Change of Principal Office  
 Change of Resident Agent  
 Change of Resident Agent Address  
 Resignation of Resident Agent  
 Designation of Resident Agent and Resident Agent's Address  
 Other Change

76 Certificate of Merger/Transfer

75 Special Fee  
 80 For. Limited Partnership  
 83 30 Cert. Limited Partnership  
 84 Amendment to Limited Partnership  
 85 Termination of Limited Partnership  
 21 Recordation Tax  
 22 State Transfer Tax  
 23 Local Transfer Tax  
 31 Corp. Good Standing  
 NA Foreign Corp. Registration  
 87 Limited Part. Good Standing  
 71 Financial  
 600 Personal

Code

ATTENTION: Edward A. Hirschhorn

MAIL TO ADDRESS: Kowalsky +  
Hirschhorn, P.A.

Suite 300  
 101 South Main Street  
 Bel Air, Md. 21014

TOTAL  
FEES

58

✓ Check

Cash

NOTE:

Documents on checks

APPROVED BY:

MLT

3232 0264

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
BRIGHT OAKS COURTYARD LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND APRIL 9, 1990 AT 11:00 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M2994077

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
KOWALSKY & HIRSCHHORN, P.A.  
ATTN: EDWARD A. HIRSCHHORN  
STE. 300, 101 S. MAIN STREET  
BEL AIR MD 21014

198C3030739



A 325665  
REC'D & RECORDED CGH  
NO 6 FOLIO 120

RECORDED IN THE RECORDS 1990 JUL 19 AM 11:01

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, CHARLES G. HIOBBE HT2 0261  
FOLIO.

APPROVED FOR RECORD

04-04-90

at

2:57

STREAMSIDE LIMITED PARTNERSHIP

.m.,

PARTNERSHIP AGREEMENT AND CERTIFICATE

THIS AGREEMENT is made effective as of the 30th day of March, 90, by and among The Godwin Corporation, a Delaware corporation ("Godwin"), as general partner (the "General Partner"), and The Godwin Corporation and John F. Blevins ("Blevins"), as limited partners (the "Limited Partner").

RECITAL:

WHEREAS, the parties hereto formed a general partnership on January 2, 1989 between the General Partner and Blevins, and now desire to continue the Partnership as a limited partnership (the "Partnership") under the Revised Uniform Limited Partnership Act of the State of Maryland (the "Act");

WHEREAS, the purpose of the partnership is to acquire property in Edgewood, Maryland in order to construct and make units available for occupancy use to low and moderate income tenants.

NOW, THEREFORE, the parties hereto agree and certify in accordance with Section 10-201 of the Act, as follows:

I. NAME

The name of the Partnership shall be "Streamside Limited Partnership".

II. BUSINESS PURPOSE

The business of the Partnership shall be to acquire property in Edgewood, Maryland in order to construct and make units available for occupancy use to low and moderate income tenants.

III. PRINCIPAL OFFICE AND RESIDENT AGENT

✓ The principal office of the Partnership shall be located at 1414 North Tucker Road, Street, Maryland 21154. The registered agent of the Partnership for service of process pursuant to Section 10-104 of the Act shall be Virgil A. Bandy, 1414 North Tucker Road, Street, Maryland 21154.

✓ The names, addresses and interests of the Partners are set forth in Schedule A attached hereto.

RECEIVED

00958067

V. TERM

The term of the Partnership commenced on January 2, 1989 and shall continue until December 31, 2039, unless it is dissolved earlier upon filing of a certificate or other evidence of dissolution for any one of the following reasons:

(1) an election to terminate the Partnership by all Partners;

(2) the sale of all or substantially all of the Partnership's assets and the collection and distribution of the proceeds thereof;

(3) the retirement, withdrawal, bankruptcy, dissolution, death, disability or legal incapacity of the last remaining General Partner unless the business of the Partnership is continued by the remaining Partners; and

(4) any other event causing dissolution of the Partnership under the laws of the State of Maryland.

VI. CAPITAL CONTRIBUTIONS

The initial Capital Contributions required to be paid in cash by the Partners are set forth in Schedule A attached hereto.

VII. ADDITIONAL CAPITAL CONTRIBUTIONS

The Limited Partner is not required to contribute additional capital to the Partnership other than as set forth on Schedule A or in Section VI hereof.

VIII. RETURN OF CAPITAL

No Partner shall have the right to withdraw or reduce his Capital Contributions, or to demand and receive property other than cash from the Partnership in return for his Capital Contributions. The Partners shall be entitled to a return of their capital only upon the winding up of the Partnership after dissolution or as set forth in Section VI hereof.

IX. PRIORITY AMONG PARTNERS

No Limited Partner shall have priority over any other Limited Partner as to the return of his Capital Contributions or as to compensation by way of income.

X. PROFITS, LOSSES AND CASH DISTRIBUTIONS

The profits, gains, losses, deductions and credits of the Partnership for tax and accounting purposes shall be determined by the General Partner in accordance with generally accepted accounting principles, and shall be allocated to the Partners, pro rata, in accordance with their Partnership Interests as set forth in Schedule A.

XI. MANAGEMENT

The General Partner shall have the full and complete authority, discretion and responsibility to make all decisions affecting the business of the Partnership. The General Partner shall assume responsibility for all phases of the financing, acquisition, rehabilitation and development of the Project and shall conduct the day to day operations of the Partnership.

The General Partner shall provide accounting and financial supervision to the Partnership. In addition, the General Partner shall prepare all tax returns required of the Partnership, and, in connection with the federal income tax returns, shall make elections under the Internal Revenue Code in its discretion on behalf of the Partnership.

The General Partner shall be paid appropriate amounts as compensation for its management services, as agreed upon by all of the Partners.

XII. TRANSFER OF PARTNERSHIP INTERESTS

(A) A Limited Partner may sell, assign, transfer, pledge, hypothecate, grant a security interest in, encumber or in any other manner dispose of all or any part of his Interest only with the prior consent of the General Partner, which it may grant or withhold in its sole discretion.

(B) An assignee or other successor-in-interest will be admitting to the Partnership as a substitute limited partner only if such person:



(1) Submits to the General Partner a duly executed and acknowledged counterpart of the instrument of transfer,

(2) Submits to the General Partner such instruments required by it to evidence such persons' agreement to be bound by all provisions of the Partnership, and

(3) Agrees to bear all costs and expenses, including legal fees to the Partnership, incurred to effect such substitution.

#### XIII. WITHDRAWAL OF GENERAL PARTNERS

Upon the death, retirement, bankruptcy or insanity of a General Partner, any remaining General Partner shall continue the business of the Partnership, unless all Partners agree otherwise.

#### XIV. DISTRIBUTIONS IN KIND

A Limited Partner is not entitled to demand and receive property other than cash in return for his contributions to the capital of the Partnership.

#### XV. NO DISCRIMINATION

The Partnership shall not discriminate on the basis of (i) political or religious opinion or affiliation, marital status, race, color, creed or national origin, (ii) sex or age, except when age or sex constitutes a bona fide qualification, or (iii) the physical or mental handicap of a qualified handicapped individual.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement and Certificate as of the day and year first above written.

[Signature page follows]

STREAMSIDE LIMITED PARTNERSHIP  
PARTNERSHIP AGREEMENT AND CERTIFICATE

SIGNATURE PAGE

GENERAL PARTNER:

ATTEST:

THE GODWIN CORPORATION,  
a ~~Delaware~~ corporation  
Maryland

By: *Robert W. Rouse V. P. Sec.*

As Its:

LIMITED PARTNERS:

THE GODWIN CORPORATION,  
a ~~Delaware~~ corporation  
Maryland

By: *Robert W. Rouse V. P. Sec.*

As Its:

WITNESS:

*Sharon Lupa*

*John F. Blevins*  
John F. Blevins

0002DER.MB  
03/23/90

## STREAMSIDE LIMITED PARTNERSHIP

SCHEDULE A

| <u>General Partner</u>  | <u>Partnership<br/>Interests</u> | <u>Capital<br/>Contributions</u> |
|---|----------------------------------|----------------------------------|
| The Godwin Corporation<br>1414 North Tucker Road<br>Street, Maryland 21154            | 1%                               | \$ 1.00                          |
| <br><u>Limited Partners</u>   |                                  |                                  |
| The Godwin Corporation, ✓<br>1414 North Tucker Road<br>Street, Maryland 21154         | 49%                              | \$49.00                          |
| John F. Blevins ✓<br>125 North Main Street<br>P.O. Box 400<br>Bel Air, Maryland 21014 | 50%                              | \$50.00                          |
|   | <hr/> 100.00%                    | <hr/> \$100.00                   |

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

10 59 Expedited Fee  
 20 Organ. & Capitalization  
 61 Rec. Fee (Arts. of Inc.)  
 62 Rec. Fee (Amendment)  
 63 Rec. Fee (Merger or Consolidation)  
 64 Rec. Fee (Transfer)  
 65 Rec. Fee (Dissolution)  
 66 Rec. Fee (Revival)  
 52 Foreign Qualification  
 50 Cert. of Qual. or Reg.  
 51 Foreign Name Registration  
 13 12 1 Certified Copy 6  
 56 Penalty  
 54 For. Supplemental Cert.  
 53 Foreign Resolution  
 73 Certificate of Conveyance

Name Change  
(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
 \_\_\_\_\_ Change of Principal Office  
 \_\_\_\_\_ Change of Resident Agent  
 \_\_\_\_\_ Change of Resident Agent Address  
 \_\_\_\_\_ Resignation of Resident Agent  
 \_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address  
 \_\_\_\_\_ Other Change

76 Certificate of Merger/Transfer

Code 027

ATTENTION:

Anita Nock

MAIL TO ADDRESS: \_\_\_\_\_

75 Special Fee  
 80 For. Limited Partnership  
 83 50 Cert. Limited Partnership  
 84 Amendment to Limited Partnership  
 85 Termination of Limited Partnership  
 21 Recordation Tax  
 22 State Transfer Tax  
 23 Local Transfer Tax  
 31 6 1 Corp. Good Standing #58262 4.4.90  
 NA Foreign Corp. Registration 39  
 87 Limited Part. Good Standing  
 71 Financial  
 600 Personal

Property Reports and late filing penalties  
 70 Change of P.O., R.A. or R.A.A.  
 91 Amend/Cancellation, For. Limited Part.  
 Other  
 Other

TOTAL  
FEES

127

✓ Check

Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY:

J.M.T.

CERTIFIED  
COPY MADE

1177

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
STREAMSIDE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND APRIL 4, 1990 AT 2:57 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2995652

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
GALLAGHER, EVELIUS & JONES  
ATTN: ANITA NOCK  
218 N. CHARLES ST. SUITE 400  
BALTIMORE MD 21201

199C3030898



A 325960  
REC'D & RECORDED CGH  
NO 6 FOLIO 124

RECORDED IN THE RECORDS OF THE  
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND IN LIBER, FOLIO  
1990 JUL 19 AM 11:01  
HARFORD 7272 1170  
CHARLES G. HIOB. III  
CLERK

5-17-90 at 8-55a  
KENMORE FARMS LIMITED PARTNERSHIP

A MARYLAND LIMITED PARTNERSHIP

CERTIFICATE OF CANCELLATION

THIS CERTIFICATE OF CANCELLATION is made this 15th day of April, 1990, by The Harford Company, Inc., General Partner.

WITNESSETH:

The undersigned party, constituting the sole general partner of Kenmore Farms Limited Partnership, hereby certifies that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time, ("MRULPA") shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the word or words which follow them:

A. "Certificate" - This Certificate of Cancellation.

B. "Partnership" - Kenmore Farms Limited Partnership.

1. Partnership Name. The name of the Limited Partnership is "Kenmore Farms Limited Partnership".

2. Filing Dates. The dates of filing of the initial certificate and each amendment thereto are as follows:

September 27, 1985 - The date of filing of the initial Certificate of Limited Partnership.

There have been no amendments.

3. Reason for Filing Certificate. The reason for filing this Certificate is as follows: All of the partners have consented to the dissolution and winding up of the Partnership.

1990 MAY 17 A 8:55

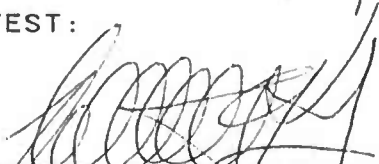
01378035

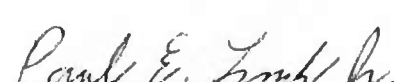
4. Effective Date. The effective date of cancellation shall be the date of filing of this Certificate.

IN WITNESS WHEREOF, this Certificate of Cancellation has been signed this 10<sup>th</sup> day of MAY, 1990.

ATTEST:

THE HARFORD COMPANY, INC.:

  
\_\_\_\_\_  
ROBERT F. KAHOE, JR.  
Secretary

  
\_\_\_\_\_  
PAUL E. LYNCH, JR.  
President

STATE OF MARYLAND

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 21 gl BUSINESS CODE \_\_\_\_\_ COUNTY 62# M2008324 \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ NonstockMerging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

10 Expedited Fee  
 20 Organ. & Capitalization  
 61 Rec. Fee (Arts. of Inc.)  
 62 Rec. Fee (Amendment)  
 63 Rec. Fee (Merger or Consolidation)  
 64 Rec. Fee (Transfer)  
 65 Rec. Fee (Dissolution)  
 66 Rec. Fee (Revival)  
 52 Foreign Qualification  
 50 Cert. of Qual. or Reg.  
 51 Foreign Name Registration  
 13 Certified Copy  
 56 Penalty  
 54 For. Supplemental Cert.  
 53 Foreign Resolution  
 73 Certificate of Conveyance

Name Change  
(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
 \_\_\_\_\_ Change of Principal Office  
 \_\_\_\_\_ Change of Resident Agent  
 \_\_\_\_\_ Change of Resident Agent Address  
 \_\_\_\_\_ Resignation of Resident Agent  
 \_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address  
 \_\_\_\_\_ Other Change

76 Certificate of Merger/Transfer

Code \_\_\_\_\_

75 Special Fee  
 80 For. Limited Partnership  
 83 Cert. Limited Partnership  
 84 Amendment to Limited Partnership  
 85 50 Termination of Limited Partnership  
 21 Recordation Tax  
 22 State Transfer Tax  
 23 Local Transfer Tax  
 31 Corp. Good Standing  
 NA Foreign Corp. Registration  
 87 Limited Part. Good Standing  
 71 Financial  
 600 Personal  
 Property Reports and late filing penalties  
 70 Change of P.O., R.A. or R.A.A.  
 91 Amend/Cancellation, For. Limited Part.  
 Other  
 Other

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

Robert Kahoe Jr  
9 S. Hickory Ave  
Bel Air Md 21014

TOTAL FEES 50

✓ Check \_\_\_\_\_ Cash \_\_\_\_\_

NOTE: lp cancel

Documents on \_\_\_\_\_ checks

APPROVED BY: mo

7-1-01 1901



CERTIFICATE OF CANCELLATION  
OF  
KENMORE FARMS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND MAY 17, 1990 AT 8:55 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$

\$ 50.00

\$

M2008324

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
ROBERT KAHOE, JR.  
9 S. HICKORY AVENUE  
BEL AIR

MD 21014

224C3032320

A 329185  
REC'D & RECORDED CGH  
NO 6 FOLIO 132

RECORDED IN THE RECORDS OF THE 1990 AUG 28 AM 10:30  
STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION OF MARYLAND IN LIBER, FOLIO  
HARFORD CO.  
CHARLES G. HOBBS, III  
CLERK



RECEIVED

05-31-90 at 3:19 p.m.

'90 MAY 31 PM 3 13

AMENDED AND SUBSTITUTED  
 CERTIFICATE OF LIMITED PARTNERSHIP  
 OF  
 MANASSAS PROMENADE LIMITED PARTNERSHIP

STATE DEPT. OF  
 ASSESSMENTS & TAXATION

The undersigned, desiring that the CERTIFICATE OF LIMITED PARTNERSHIP of MANASSAS PROMENADE LIMITED PARTNERSHIP be amended and substituted, does hereby acknowledge and certify:

1. The name of the limited partnership (the "Partnership") is: Manassas Promenade Limited Partnership.

2. This Amended and Substituted Certificate of Limited Partnership admits Kriti Properties and Development Corporation as a general partner of the Partnership and reflects a change of address of BSB Acquisitions, Inc.

3. The address of the principal office of the Partnership is 1509 Kittering Court, Belair, Maryland 21014. The name and address of the resident agent of the Partnership is Andrew G. Shank, c/o Miles & Stockbridge, 10 Light Street, Baltimore, Maryland 21202.

4. The names and business addresses of the general partners of the Partnership (the "General Partners") are Lanecor Group of Pennsylvania, 1891 Santa Barbara Drive, Suite 210<sup>201</sup>, Lancaster, Pennsylvania 17601; Grove Street Investment Company, 1509 Kittering Court, Belair, Maryland 21014, BSB Acquisitions, Inc., 1909 Q Street, N.W., Washington, D.C. 20009 and Kriti Properties and Development Corporation, Kriti Development, One Allen Center Suite 2710, 500 Dallas Street, Houston, Texas, 77002.

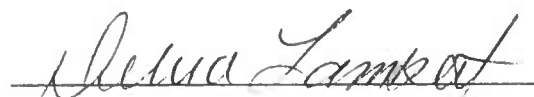
5. The latest date upon which the Partnership is to dissolve is December 31, 2039.

IN WITNESS WHEREOF, the General Partners acknowledge that this Amended and Substituted Certificate of Limited Partnership is its act, and further acknowledge under penalty of perjury, to the best of their knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that they have executed this Amended and Substituted Certificate of Limited Partnership as of the 15<sup>th</sup> day of May, 1990.

ATTEST/WITNESS:

GENERAL PARTNERS:

LANECOR GROUP OF PENNSYLVANIA



By:  (SEAL)

[Signatures continue on next page]

ATTEST/WITNESS

Andrew L. ShondAndrew L. ShondDavidson L. WilliamsGROVE STREET INVESTMENT  
COMPANYBy: Thomas D. Knapp (SEAL)  
Thomas Knapp, President

BSB ACQUISITIONS, INC.

By: Brian Benninghoff (SEAL)  
PresidentKRITI PROPERTIES AND  
DEVELOPMENT CORPORATIONBy: King H. H. (SEAL)

## State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

208

BUSINESS CODE

COUNTY

62

# 112808822

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

|    |    |                                    |
|----|----|------------------------------------|
| 10 | 50 | Expedited Fee                      |
| 20 |    | Organ. & Capitalization            |
| 61 |    | Rec. Fee (Arts. of Inc.)           |
| 62 |    | Rec. Fee (Amendment)               |
| 63 |    | Rec. Fee (Merger or Consolidation) |
| 64 |    | Rec. Fee (Transfer)                |
| 65 |    | Rec. Fee (Dissolution)             |
| 66 |    | Rec. Fee (Revival)                 |
| 52 |    | Foreign Qualification              |
| 50 |    | Cert. of Qual. or Reg.             |
| 51 |    | Foreign Name Registration          |
| 13 | 8  | 1 Certified Copy 2                 |
| 56 |    | Penalty                            |
| 54 |    | For. Supplemental Cert.            |
| 53 |    | Foreign Resolution                 |
| 73 |    | Certificate of Conveyance          |

Name Change  
(New Name)

|  |  |
|--|--|
|  | Change of Name   |
|  | Change of Principal Office                                 |
|  | Change of Resident Agent                                   |
|  | Change of Resident Agent Address                           |
|  | Resignation of Resident Agent                              |
|  | Designation of Resident Agent and Resident Agent's Address |
|  | Other Change   |

76 Certificate of Merger/Transfer

Code 045

ATTENTION: Diana Zeiger

MAIL TO ADDRESS:

|     |  |
|-----|--|
| 75  | Special Fee                                |
| 80  | For. Limited Partnership                   |
| 83  | Cert. Limited Partnership                  |
| 84  | Amendment to Limited Partnership           |
| 85  | Termination of Limited Partnership         |
| 21  | Recordation Tax                            |
| 22  | State Transfer Tax                         |
| 23  | Local Transfer Tax                         |
| 31  | Corp. Good Standing                        |
| NA  | Foreign Corp. Registration                 |
| 87  | Limited Part. Good Standing                |
| 71  | Financial                                  |
| 600 | Personal                                   |
|     | Property Reports and late filing penalties |
| 70  | Change of P.O., R.A. or R.A.A.             |
| 91  | Amend/Cancellation, For. Limited Part.     |
|     | Other                                      |
|     | Other                                      |

TOTAL  
FEES

108



Check

Cash

NOTE:

Documents on checks

APPROVED BY:

J.m.T.

CERTIFIED  
COPY MADE

LIBER

6 PAGE 139

CERTIFICATE OF AMENDMENT  
OF  
MANASSAS PROMENADE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND MAY 31, 1990 AT 3:19 O'CLOCK P.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2808822

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
MILES & STOCKBRIDGE  
ATTN: DIANE ZEIGER  
10 LIGHT STREET  
BALTIMORE

MD 21202

232C3030247

RECORDED 330071 *Co H*  
NO. 6 FOLIO 136

1990 SEP 13 AM 11:04

RECORDED IN THE RECORDS OF THE

HARFORD CO.  
STATE DEPARTMENT OF ASSESSMENTS  
CLERK  
AND TAXATION OF MARYLAND IN LIBER, FOLIO.



VILLAGE AT BRIGHT OAKS LIMITED PARTNERSHIP  
.m.

CERTIFICATE OF LIMITED PARTNERSHIP

WHEREAS, a limited partnership known as VILLAGE AT BRIGHT OAKS LIMITED PARTNERSHIP (the "Partnership"), was formed on the date hereof under the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the undersigned, the sole general partner of the Partnership, does hereby certify as follows:

1. Name. The name of the partnership is hereby "VILLAGE AT BRIGHT OAKS LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership shall be 3411 Emmorton Road, P.O. Box 806, Abingdon, Maryland 21009. The name and post office address of the Resident Agent of the Partnership are:

Avrum M. Kowalsky, Esquire  
Kowalsky & Hirschhorn, P.A.  
Suite 300  
101 South Main Street  
Bel Air, Maryland 21014

3. General Partner. The General Partner of the Limited Partnership is Village at Bright Oaks, Inc., whose principal office is located at 3411 Emmorton Road, P.O. Box 806, Abingdon, Maryland 21009.

4. Term. The Partnership shall be dissolved and its affairs wound up upon the earlier of (a) the expiration of the term of the Partnership (December 31, 2030) or (b) the happening of any event causing the dissolution of the Partnership under the Act or the Partnership's Agreement of Limited Partnership.

IN WITNESS WHEREOF the General Partner has caused this Certificate of Limited Partnership to be executed this 31st day of July, 1990.

GENERAL PARTNER:

VILLAGE AT BRIGHT OAKS INC. 02148262

By: Robert C. Ward (SEAL)  
Robert C. Ward  
President

1990 AUG -2 A 9:32

STATE OF MARYLAND )

City )

COUNTY OF *Baltimore* )

SS:

On this 31<sup>st</sup> day of July, 1990, before me, the subscriber, a notary public, personally appeared ROBERT C. WARD, who acknowledged himself to be the President of Village at Bright Oaks, Inc., a Maryland corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained as the duly authorized President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Sonaine Hittaway*  
NOTARY PUBLIC

My Commission Expires: 2-1-93

677E

July 31, 1990

State Department of Assessments  
and Taxation  
301 West Preston Street  
Baltimore, Maryland 21201

Re: Certificate of Limited Partnership  
Village at Bright Oaks Limited Partnership

Gentlemen:

The undersigned, Village at Bright Oaks, Inc., hereby consents to the use of the name Village at Bright Oaks Limited Partnership by said entity. Village at Bright Oaks, Inc. is the general partner of Village at Bright Oaks Limited Partnership.

Sincerely,

VILLAGE AT BRIGHT OAKS, INC.

By: Edward Hunkeler, Atty. for corporation

*Consent*



STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

Merging  
(Transferor)

Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

10 Expedited Fee  
20 Organ. & Capitalization  
61 Rec. Fee (Arts. of Inc.)  
62 Rec. Fee (Amendment)  
63 Rec. Fee (Merger or Consolidation)  
64 Rec. Fee (Transfer)  
65 Rec. Fee (Dissolution)  
66 Rec. Fee (Revival)  
52 Foreign Qualification  
50 Cert. of Qual. or Reg.  
51 Foreign Name Registration  
13 8 Certified Copy 2p  
56 Penalty  
54 For. Supplemental Cert.  
53 Foreign Resolution  
73 Certificate of Conveyance

Name Change  
(New Name)

Change of Name  
Change of Principal Office  
Change of Resident Agent  
Change of Resident Agent Address  
Resignation of Resident Agent  
Designation of Resident Agent and Resident Agent's Address  
Other Change

76 Certificate of Merger/Transfer

Code

75 Special Fee  
80 For. Limited Partnership  
83 50 Cert. Limited Partnership  
84 Amendment to Limited Partnership  
85 Termination of Limited Partnership  
21 Recordation Tax  
22 State Transfer Tax  
23 Local Transfer Tax  
31 Corp. Good Standing  
NA Foreign Corp. Registration  
87 Limited Part. Good Standing  
71 Financial  
600 Personal  
Property Reports and late filing penalties  
70 Change of P.O., R.A. or R.A.A.  
91 Amend/Cancellation, For. Limited Part.  
Other  
Other

ATTENTION:

Edward Hirschhorn

MAIL TO ADDRESS:

Kawalsky & Hirschhorn  
P.A.

Ste. 300

101 South Main St.

Bel Air, Md. 21014

TOTAL  
FEES

58

Check

Cash

Documents on

checks

APPROVED BY:

[Signature]

NOTE: Copy made

LIBER 6 PAGE 144

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
VILLAGE AT BRIGHT OAKS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND AUGUST 2, 1990 AT 9:32 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$

\$ 50.00

\$

M3060548

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
KOWALSKY & HIRSCHHORN, P.A.  
ATTN: EDWARD HIRSCHHORN  
101 SOUTH MAIN ST., STE. 300  
BEL AIR MD 21014

026C3040374



A 333620 *coH*  
REC'D & RECORDED  
NO 6 FOLIO 146

RECORDED IN THE RECORDS OF 1990 SEP 27 PM 1:27

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO  
CHARLES G. HOBBS, III  
AND TAXATION OF MARYLAND IN LIBER, FOR 16K

9/18/90 at 10:14a.m.

CAPITAL - KLEIN LIMITED PARTNERSHIP  
CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made

day of September, 1990, by the undersigned parties.

## WITNESSETH:

We, the undersigned parties, constituting all of the general partners of  
CAPITAL - KLEIN LIMITED PARTNERSHIP hereby certify that:

Throughout this Certificate, any word or words that are defined in the  
Maryland Revised Uniform Limited Partnership Act, as amended from time to time  
("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word  
or words listed below within quotation marks shall be deemed to include the words  
which follow them:

- A. "Certificate" -- This Certificate of Limited Partnership.
- B. "Partnership" -- This Limited Partnership.

Partnership Name. The name of the Partnership shall be "CAPITAL -  
LIMITED  
KLEIN PARTNERSHIP".

✓ Principal Office and Resident Agent. The address of the principal office  
of the Partnership is in this State is 2101 Rock Spring Avenue, Forest Hill, Maryland  
21050. The name and address of the resident agent of the Partnership in this State is  
Howard S. Klein, 223 N. Main Street, Bel Air, Maryland 21014.

Names and address of General Partners. The name and the business,  
residence, or mailing address of each general partner are as set forth on the signature  
pages hereof.

Dissolution. The latest date upon which the Partnership is to dissolve is  
December 31, 2040.

02628030

02628033

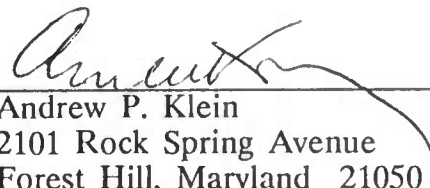
RECEIVED  
90 SEP 18 AM 10 05  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

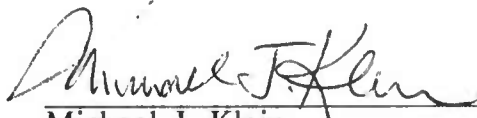
10:11;2:09/17/90  
0100917A;0449-08610

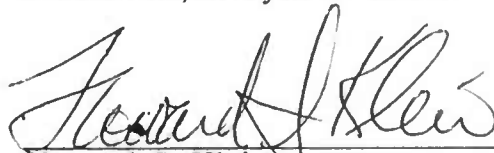
LIBER 6 PAGE 146

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been  
signed this 18th day of September, 1990.

GENERAL PARTNERS:

  
Andrew P. Klein  
2101 Rock Spring Avenue  
Forest Hill, Maryland 21050

  
Michael J. Klein  
2101 Rock Spring Avenue  
Forest Hill, Maryland 21050

  
Howard S. Klein  
223 Main Street  
Bel Air, Maryland 21014

## State Department of Assessments and Taxation

mR

Gene L. Burner, Director

DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

10 39 Expedited Fee  
 20 \_\_\_\_\_ Organ. & Capitalization  
 61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
 62 \_\_\_\_\_ Rec. Fee (Amendment)  
 63 \_\_\_\_\_ Rec. Fee (Merger or  
 Consolidation)  
 64 \_\_\_\_\_ Rec. Fee (Transfer)  
 65 \_\_\_\_\_ Rec. Fee (Dissolution)  
 66 \_\_\_\_\_ Rec. Fee (Revival)  
 52 \_\_\_\_\_ Foreign Qualification  
 50 \_\_\_\_\_ Cert. of Qual. or Reg.  
 51 \_\_\_\_\_ Foreign Name Registration  
 13 \_\_\_\_\_ Certified Copy  
 56 \_\_\_\_\_ Penalty  
 54 \_\_\_\_\_ For. Supplemental Cert.  
 53 \_\_\_\_\_ Foreign Resolution  
 73 \_\_\_\_\_ Certificate of Conveyance

Name Change  
(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name

\_\_\_\_\_ Change of Principal Office

\_\_\_\_\_ Change of Resident Agent

\_\_\_\_\_ Change of Resident Agent

Address

\_\_\_\_\_ Resignation of Resident Agent

\_\_\_\_\_ Designation of Resident Agent

and Resident Agent's Address

Other Change \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

Code \_\_\_\_\_

75 \_\_\_\_\_ Special Fee  
 80 \_\_\_\_\_ For. Limited Partnership  
 83 50 Cert. Limited Partnership  
 84 \_\_\_\_\_ Amendment to Limited Partnership  
 85 \_\_\_\_\_ Termination of Limited Partnership  
 21 \_\_\_\_\_ Recordation Tax  
 22 \_\_\_\_\_ State Transfer Tax  
 23 \_\_\_\_\_ Local Transfer Tax  
 31 6 \_\_\_\_\_ Corp. Good Standing  
 NA Foreign Corp. Registration # 78163  
 87 \_\_\_\_\_ Limited Part. Good Standing SMF  
 71 \_\_\_\_\_ Financial

MAIL TO ADDRESS: \_\_\_\_\_

Michael E. LEAF112 S. Main St.Bel Air, MD21014

600 \_\_\_\_\_ Personal  
 Property Reports and  
 late filing penalties  
 70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.  
 91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.  
 Other  
 Other

TOTAL FEES 95.00

✓ Check

15.00  
✓ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: Sm J

LIBER

6 PAGE 148

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CAPITAL - KLEIN LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND SEPTEMBER 18, 1990 AT 10:14 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M3085107

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
MICHAEL E. LEAF  
112 S. MAIN STREET  
BEL AIR

MD 21014

057C3041417

A 337395 *eo H*  
REC'D & RECORDED  
NO. 6 FOLIO 145

RECORDED IN THE RECORDS OF 1990 OCT 18 PM 1:25

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
CHARLES G. HOBBS, III  
AND TAXATION OF MARYLAND IN LIBER, FOLIO. *0585*



LIBER

6 PAGE 149

CHAPEL GATE LIMITED PARTNERSHIP

Limited Partnership Certificate and Agreement

02958272

1990 OCT 22 A 8:25

~~1990 OCT 22 A 8:25~~

207 KB

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The interests represented by this Agreement have not been registered or qualified under the provisions of the Securities Act of 1933, as amended, and may not be assigned, hypothecated, pledged, transferred or sold in whole or in part without (1) there being in effect a registration statement with respect of such interests under such statute, or (2) the delivery to the Partnership and to the General Partner of an opinion of the Partnership's legal counsel that an exemption from registration under such statute is applicable to such transaction of such interests.

2000 2001

2002 2003

LIBER

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APPROVED FOR PAYMENT

10-22-90

8:25 A.m.

CHAPEL GATE LIMITED PARTNERSHIP CERTIFICATE and AGREEMENT

THIS LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT, made this day of September, 1990 by and among Wheel Road, Inc., a Maryland corporation, having its principal offices at 1326 Bennett Place, Bel Air, Maryland 21014 (hereinafter called "Wheel"), and GAPCO, Inc., a Maryland corporation, having its principal offices at 8035 Strauff Road, Towson, Maryland 21204 (hereinafter called "GAPCO"), both Wheel and GAPCO are sometimes hereinafter referred to as the "General Partners", and George A. Porter, 8035 Strauff Road, Towson, Maryland 21204, and George A. Shehan, 1101 Robin Hill Court, Bel Air, Maryland 21014, both of whom are hereinafter sometimes collectively referred to as the "Limited Partners".

Whereas, the parties hereto desire to form a limited partnership for the purpose of purchasing a certain parcel of ground, as hereinafter described on Exhibit A attached hereto ("the Property"), developing sixty-seven (67) Town lots and constructing thereon townhomes for sale to others.

Whereas, the parties hereto desire that their interest in, and all rights, duties, liabilities, profits and losses arising out of the limited partnership be defined by an agreement in writing, therefore these premises are executed.

NOW THEREFORE, THIS LIMITED PARTNERSHIP AGREEMENT FURTHER WITNESSETH: That for and in consideration of the foregoing, of the mutual promise of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Name. The name of the partnership is: Chapel Gate Limited Partnership.
2. Purpose. The purpose of the Partnership shall be to purchase said Property, develop the same and to construct thereon 67 townhomes, and to sell said homes to third parties for profit, to finance the above activities as shall be necessary or incidental to the foregoing purposes.
3. Principal Office. The location of the principal place of business of the Partnership shall be 1326 Bennett Place, Bel Air, Maryland 21014.
4. General Partner. The names and principal offices of the General Partners are Wheel Road, Inc., 1326 Bennett Place, Bel Air, Maryland 21014 and GAPCO, Inc., 8035 Strauff Road,

Towson, Maryland 21204. The resident agent of the General Partners is George A. Shehan whose place of residence is 1101 Robin Hill Court, Bel Air, Maryland 21014.

5. Limited Partners. The names and places of residence of the Limited Partners are:

George A. Porter  
8035 Strauff Road  
Towson, Maryland 21204

George A. Shehan  
1101 Robin Hill Court  
Bel Air, Maryland 21014

6. Additional Partners. No additional partners may be admitted except upon the unanimous consent of all the members of the partnership.

7. Term of the Partnership. The term for which the partnership is to exist is four years unless otherwise terminated as herein provided.

8. Capital Contribution. The contributions of the Limited Partners shall be made upon fifteen days written request from the General Partner and in such amounts as determined by the General Partner, but not above the total amounts as hereinafter set forth; such contributions shall be in cash and shall not exceed the following total amounts: Porter - \$75,000, Shehan - \$75,000. In the event that the partnership shall require additional capital beyond funds which it intends to borrow, all of said additional capital shall be provided by the General Partners.

9. Division of Profits and Losses. The profits of the Partnership shall be divided, or the losses borne, as the case may be, according to the following schedules of percentages:

a) Allocation and Division of Profits:

|                       |     |
|-----------------------|-----|
| GAPCO, Inc. ....      | 40% |
| Wheel Road, Inc. .... | 40% |
| Porter.....           | 10% |
| Shehan.....           | 10% |

b) Allocation of Losses:

The Limited Partners liability shall be limited to the amount of capital contributions made by said Limited Partners. In the event that there shall be any loss after exhausting the capital accounts of the Limited Partners, there shall be no

further liability on the part of the Limited Partners, their liability being limited to their respective contributed capital. Upon any liquidation of the assets of the partnership, any negative capital account of a partner shall first be restored by such partner having a negative capital account.

10. Distribution of Funds. Return of capital, after payment of partnership debts, shall be made equally and simultaneously to Porter and Shehan. Payment of profits shall be made, from time to time, as funds are available and as financing agreements permit, all in accordance with the percentages set forth in Section 9 a) hereof.

11. Rights, Powers, Duties and Limitations of the General Partner.

a) The General Partners shall be solely responsible for the management of the Partnership business with all rights and powers generally conferred by law.

In addition to any other rights and powers which it may possess, the General Partners shall have all specific rights and powers required by or appropriate to its management of the Partnership business, which rights and powers, by way of illustration but not by way of limitation, shall include the following:

i) To acquire, hold, develop and dispose of the real property described on Exhibit A, or and appurtenance thereto, as well as personal property belonging to the Partnership.

ii) To cause the development of the Property, and the construction and sale of the townhomes to be built thereon in accordance with the plans and specifications prepared by the project's engineer and architect. In connection therewith, it is understood that the Partnership shall pay the following fees to the General Partners for the development of the Property, the construction and marketing of the 67 townhouses to be built thereon: Land Development - \$1,000 per lot developed; Construction Management Fee - five percent (5%) of the gross hard costs of building construction; and Sales Management Fee - one and one-half percent (1.5%) of the gross sales price of said homes. The General Partners shall devote to the affairs of the Partnership whatever time, effort and skill shall be required of them to insure the successful completion to the Partnership business, but nothing contained herein shall prevent the Partners from engaging in other real estate projects or developments which may or may not compete with the business of this Partnership.

iii) To borrow money and, if security is required therefor, to mortgage or subject to any other security device any portion of the Property of the Partnership, to obtain replacements of any mortgage or other security device, and to prepay in whole or part, refinance, increase, modify, consolidate, or extend any mortgage or other security device, all of the foregoing at such terms and in such amounts as it deems to be in the best interests of the Partnership, provided that the aggregate amount of such mortgages or other security devices at any one time outstanding does not exceed \$3,000,000.

iv) To employ persons in the operation and management of the Partnership business, including but not limited to office employees, sales persons, accountants, lawyers, supervisory personnel, and to contract with third party firms to provide such services as the General Partners shall deem necessary in the operation of the Partnership business.

v) To execute, acknowledge and deliver any and all instruments required in the conduct of the Partnership business.

b) The General Partners shall have all the rights and duties of a general partner as in a partnership without limited partners, except that the General Partner shall not have the authority to:

i) Do any act in contravention of this Agreement;

ii) Confess a judgment against the Partnership without the written consent of all Partners;

iii) Admit any other partner to the Partnership without the written consent of all Partners.

iv) Sell substantially all the assets of the Partnership at a single or several sales which sale(s) take(s) place at one or more times and which are not in accordance with business plans of the Partnership to sell 67 completed townhomes to individual buyers. Any such substantial sale of Partnership assets shall require the consent of 51% of the total Limited Partnership interests.

12. Status of Limited Partners. A Limited Partner shall not be bound by, or be personally liable for the expenses, liabilities or obligation of the Partnership, nor shall a Limited Partner have the right or authority to act for or bind the Partnership.

13. Use of Capital. Capital invested in the Partnership shall be used only for the purposes of the Partnership. A capital

account for each partner shall be established to show their respective capital investments.

14. Books of Account. Books of account of the Partnership shall be based upon generally accepted accounting principals and shall be maintained at the principal offices of the Partnership. Such books shall be open for inspection at all times. Such books shall be kept on the accrual method, and on a calendar year basis. Unaudited financial reports shall be prepared by the Partnership's certified public accountant at the end of each calendar quarter. An annual report shall be prepared by said accountant within forty-five (45) days of the end of the fiscal year and shall be presented to the partners at the Partnership's cost. Should any partner require an audit, it shall be prepared by the Partnership accountant at the cost of the individual partner so requiring.

15. Bank Accounts. The Partnership shall maintain bank accounts at such federally insured banks as the General Partners shall determine. All receipts shall be deposited in the Partnership accounts and all withdrawals for payments of Partnership obligations shall be by draft or check drawn on such accounts by the General Partners or their designee.

16. Trade Name. It is understood that the Partnership shall operate with the trade name of American Landmark Homes. All contracts for purchase of materials and labor, and sales agreements for homes built shall be in the name of Chapel Gate Limited Partnership, trading as American Landmark Homes.

17. Nonassignability of Interests. The interest of the General or Limited Partners shall not be assigned in whole or in part. Should an assignment be made in violation of this provision, the assignee shall not be substituted for the assignor as a Partner, but shall merely have the right, as against the assignor, to receive whatever moneys the assignor would have received, without creating any right of action on the part of the assignee against the Limited Partnership or its Partners, other than the assignor.

18. Successors Bound. This Agreement shall be binding upon the executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

19. Notices. All notices under this Agreement shall be in writing and shall be effective upon personal delivery or upon being sent by registered mail, postage prepaid, directed to the address of such person or corporation as set forth in this Agreement. Notice shall be deemed given 72 hours after such notice has been deposited in a United States Post Office in the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement on Limited Partnership on this \_\_\_\_\_ day of 1990.

WITNESS:

✓ WHEEL ROAD, INC.

GENERAL PARTNER

by \_\_\_\_\_

*George A. Shehan*  
George A. Shehan, President

✓ GAPCO, INC.

GENERAL PARTNER

by \_\_\_\_\_

*George A. Porter*  
George A. Porter, President

LIMITED PARTNERS

✓

*George A. Porter*  
George A. Porter

✓

*George A. Shehan*  
George A. Shehan

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
Administrator

LIBER

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Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|    |       |                                    |
|----|-------|------------------------------------|
| 10 | _____ | Expedited Fee                      |
| 20 | _____ | Organ. & Capitalization            |
| 61 | _____ | Rec. Fee (Arts. of Inc.)           |
| 62 | _____ | Rec. Fee (Amendment)               |
| 63 | _____ | Rec. Fee (Merger or Consolidation) |
| 64 | _____ | Rec. Fee (Transfer)                |
| 65 | _____ | Rec. Fee (Dissolution)             |
| 66 | _____ | Rec. Fee (Revival)                 |
| 52 | _____ | Foreign Qualification              |
| 50 | _____ | Cert. of Qual. or Reg.             |
| 51 | _____ | Foreign Name Registration          |
| 13 | _____ | _____ Certified Copy _____         |
| 56 | _____ | Penalty                            |
| 54 | _____ | For. Supplemental Cert.            |
| 53 | _____ | Foreign Resolution                 |
| 73 | _____ | Certificate of Conveyance          |

Name Change  
(New Name) \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |           |  |
|-----|-----------|--|
| 75  | _____     | Special Fee                            |
| 80  | _____     | For. Limited Partnership               |
| 83  | <u>50</u> | Cert. Limited Partnership              |
| 84  | <u>5</u>  | Amendment to Limited Partnership       |
| 85  | _____     | Termination of Limited Partnership     |
| 21  | _____     | Recordation Tax                        |
| 22  | _____     | State Transfer Tax                     |
| 23  | _____     | Local Transfer Tax                     |
| 31  | _____     | _____ Corp. Good Standing              |
| NA  | _____     | Foreign Corp. Registration             |
| 87  | _____     | _____ Limited Part. Good Standing      |
| 71  | _____     | Financial                              |
| 600 | _____     | _____ Personal                         |
|     | _____     | Property Reports and _____             |
|     | _____     | late filing penalties                  |
| 70  | _____     | Change of P.O., R.A. or R.A.A.         |
| 91  | _____     | Amend/Cancellation, For. Limited Part. |
|     | _____     | Other _____                            |
|     | _____     | Other _____                            |

TOTAL  
FEES 50☒ Check \_\_\_\_\_ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: J.M.T.

7987 2



LIBER 6 PAGE 159

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CHAPEL GATE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND OCTOBER 22, 1990 AT 8:25 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3105996

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
GEORGE A. SHEHAN  
1326 BENNETT PLACE  
BEL AIR

MD 21014

083C3042626

A 341620

REC'D & RECORDED

NO 6 FOLIO 149

RECORDED IN THE RECORDS OF THE

1990 DEC 11 PM 1:40

STATE DEPARTMENT OF ASSESSMENTS

HARFORD CO.  
CHARLES G. HIOB. III  
AND TAXATION OF MARYLAND IN LIBER FOLIO 3287 2681



CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

RECEIVED

THIS PARTNERSHIP AGREEMENT is executed this 22<sup>nd</sup> day of October, 1990, by and between those individuals listed on attached Schedule A as General Partners, and those individuals listed on attached Schedule A as Limited Partners. The General Partners and the Limited Partners agree to form this limited partnership which shall be governed by the provisions of the Maryland Revised Uniform Limited Partnership Act. The effective date of this Certificate and Agreement of Limited Partnership shall be the date of its filing for record with the Maryland State Department of Assessments and Taxation.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned parties, intending to be legally bound, agree as follows:

ARTICLE ISection 1.1 Formation; Name.

The parties agree to form the limited partnership to be known as "GES Limited Partnership", and such name shall be used at all times in connection with the Partnership's business and affairs. The Act shall govern the rights and liabilities of the parties, except as otherwise herein expressly stated.

Section 1.2 Principal Office; Resident Agent.

The principal office of the Partnership shall be located at Units 105 and 106, The Bayou Condominium, 300 Commerce Street, Havre de Grace, Maryland 21078, or at such other place as may be mutually agreed upon by the Partners. The name and address of the resident agent of the Partnership is Gerald A. Glowacki, Units 105 and 106, The Bayou Condominium, 300 Commerce Street, Havre de Grace, Maryland 21078.

Section 1.3 Purpose of the Partnership.

The purpose of the Partnership is to acquire, own, invest in, construct, encumber, develop, hold for investment, operate as a trade or business, lease, manage, sell, dispose of, and otherwise deal with real and personal property of all kinds and nature, including those certain condominium units located at Units 105 and 106, The Bayou Condominium, 300 Commerce Street, Havre de Grace, Maryland 21078, known as The Bayou Condominium, and as more fully described on attached Schedule B (the "Property"), and to do all things necessary, convenient or incidental to the achievement of the foregoing.

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Section 1.4 Term of the Partnership.

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The term of the Partnership shall commence on execution of this Agreement and shall continue until December 31, 2030, and thereafter from year to year unless earlier dissolved and terminated pursuant to the Act or any other provisions of this Agreement.

Section 1.5 Defined Terms.

For purposes of this Agreement, the following terms shall have the meaning specified in this Section 1.5, unless the context otherwise requires:

"Act" means the Maryland Revised Uniform Limited Partnership Act, as amended from time to time.

"Agreement" means this agreement of limited partnership, as amended from time to time.

"Capital Account" means, as to any Partner, the capital contribution actually made by such Partner, plus the sum of (i) all profits allocated to such Partner, and (ii) any Partnership liabilities assumed by such Partner (or which are secured by Partnership property distributed to such Partner), and minus the sum of (i) all losses allocated to such Partner, and (ii) the amount of money and the fair market value of all Partnership property distributed to such Partner. It is intended that the Capital Accounts of all Partners shall be maintained in compliance with the provisions of Treas. Reg. §1.704-1(b) and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with such regulations. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treas. Reg. §1.704-1(b)(2)(iv), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed to the Partnership by a Partner.

"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

"Consent" means, unless a different percentage of aggregate Interests is required by law, the prior written consent or approval of the Partners, the General Partners, or the Limited Partners, as the case may be, holding more than fifty percent (50%) of the Interests in the Partnership.

"Family Member" means, with respect to any Partner, his spouse and children.

"General Partner" means any person designated as a General Partner on Schedule A.

"Interest" means the entire percentage ownership interest of a Partner in the Partnership as set forth on Schedule A.

"Limited Partner" means any person designated as a Limited Partner on Schedule A.

"Managing Partner" means Gerald A. Glowacki or any other person designated as the Managing Partner pursuant to the provisions of Section 4.1.

"Net Cash Flow" means all of the cash funds derived from the operations of the Partnership (without reduction for any noncash charges), less such cash funds used to pay current operating expenses or establish reasonable reserves (the amount of which reserve shall be as determined by the Managing Partner) for all expenses, debt payments, capital improvements, replacements and repairs.

"Net Cash From Sales, Financings or Refinancings" means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all financings or refinancings of Partnership Property, less any portion thereof used to pay debts and liabilities of the Partnership (including all commissions, any payments made to any mortgagee or other lender), transfer and recordation taxes, recordation and notary fees and any and all other costs and expenses of sale, financing or refinancing, or to establish reasonable reserves for any such expenses or liabilities, all as unanimously determined by the Partners. "Net Cash From Sales, Financings or Refinancings" shall include the principal (and interest) payments received with respect to any note or

other obligation received by the Partnership in connection with a sale or other disposition of Partnership Property.

"Partner" means any General Partner or Limited Partner.

"Partnership" means the limited partnership formed in accordance with this Agreement.

"Person" means any individual or entity.

"Profit or Loss" means, for each taxable year of the Partnership (or other period for which Profit or Loss must be computed), the Partnership's taxable income or loss for Federal income tax purposes, including all related items such as revenues, expenses, capital gains, losses, preferences, deductions and credits.

"Property" has the meaning set forth in Section 1.3 hereof.

"Regulations" means the Federal income tax regulations promulgated under the Code, as amended from time to time, and including corresponding provisions of succeeding regulations.

"Related Person" means, when used with reference to a specified Person (i) any Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person, (ii) any Person who is an officer, partner, or trustee of, or serves in a similar capacity with respect to, the specified Person, or of which the specified Person is an officer, partner or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of 5% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person, or of which the specified Person is directly or indirectly the owner of 5% or more of any class of equity securities in which the specified Person has a substantial beneficial interest, and (iv) any spouse, brothers, sisters, lineal ancestors and lineal descendants of the specified Person.

## ARTICLE II

### Partners; Capital

#### Section 2.1 Partnership Capital.

A. The name, address and amount of the Capital Contribution of each Partner are set forth on the Schedule. No



Partner shall be required to make any additional contributions to the Partnership.

B. No Partner shall be paid interest on any capital contribution. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw, or receive any return of his capital contribution.

C. Under circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash.

#### Section 2.2 Liabilities of Partners.

The liability of a Limited Partner for the debts, liabilities, contracts, or other obligations of the Partnership, shall not, except as provided by applicable law, exceed in the aggregate, the Capital Contributions of such Limited Partner. Except as provided in Section 2.3, a Partner shall have no obligation to make loans to the Partnership, to make additional Capital Contributions, or to advance funds on behalf of the Partnership. No General Partner shall have any personal liability for repayment of the Capital Contribution of any Limited Partner.

#### Section 2.3 Loans.

A Partner may loan to the Partnership such funds as may be agreed upon by the Partners, but a Partner shall not be obligated to make any such loan unless the Partner so agrees. Such funds shall represent a debt of the Partnership to the lending Partner and shall be payable, with interest, on such terms and conditions as are unanimously agreed to by the Partners.

### ARTICLE III

#### Allocations and Distributions

##### Section 3.1 Allocations and Distributions upon Sales or Refinancings.

A. Profit from a Sale. Profit from any Sale shall be allocated in the following order and priority:

(1) First, if one or more Partners has a negative Capital Account balance, to such Partners, in

proportion to their negative Capital Account balances, until all such negative Capital Accounts have zero balances.

(2) Any remaining Profit shall be allocated to the Partners in accordance with their respective Interests in the Partnership.

B. Loss from a Sale. Loss from any Sale shall be allocated in the following order and priority:

(1) First, if one or more Partners has a positive Capital Account balance, to such Partners, in proportion to their positive Capital Account balances, until all such positive Capital Accounts have zero balances.

(2) Any remaining Loss shall be allocated to the Partners in accordance with their respective Interests in the Partnership.

C. Net Cash From Sales, Financings or Refinancings. Net Cash From Sales, Financings or Refinancings shall be distributed to the Partners in accordance with their respective Interests in the Partnership, at such times as the Partners may unanimously determine.

### Section 3.2 Allocation and Distributions From Operations.

A. Net Cash Flow. For each taxable year of the Partnership, Net Cash Flow shall be distributed to the Partners in accordance with their respective Interests in the Partnership.

B. Profit or Loss from Operations.

For each taxable year of the Partnership, Loss from Operations shall be allocated to the Partners in accordance with their respective Interests in the Partnership. Profit from Operations shall be allocated in proportion to Net Cash Flow actually distributed pursuant to Section 3.2A. To the extent Profit from Operations exceeds Net Cash Flow actually distributed for any taxable year, Profit from Operations shall be allocated as provided in Section 3.1A.

### Section 3.3 Tax Allocations.

A. Any allocation of Profit or Loss, and any allocation of income, gain, loss, deduction or credit (or item

thereof) which is required, pursuant to Section 704(c) of the Code and the regulations promulgated thereunder ("Contribution Profit" or "Contribution Loss") to be allocated among the Partners to eliminate, as quickly as possible, the disparity between the agreed fair market value (fair market value shall be the average of two independent appraisals) and the adjusted basis of Partnership property (determined at the time such property is contributed in-kind to the Partnership by a Partner) ("Agreed Appreciation") shall be allocated among the Partners in accordance with the requirements of Section 704(c) of the Code and such regulations. Notwithstanding anything to the contrary contained herein, any Contribution Profit required to be allocated to a contributing Partner pursuant to this Section 3.3A shall not increase or decrease a Partner's Capital Account, as the case may be, to the extent of the Agreed Appreciation. Contribution Profit may be reduced by the profit recognized by a contributing Partner upon a distribution from the Partnership to that Partner pursuant to Section 731 of the Code.

B. Profit and Loss for all purposes of this Agreement shall be determined in accordance with the accounting method followed by the Partnership for federal income tax purposes, except that any adjustment made pursuant to Sections 734 or 743 of the Code (relating to basis adjustments of Partnership property upon a transfer of partnership interests or a distribution of Partnership property) shall not be taken into account. Every item of income, gain, loss, deduction, credit or tax preference entering into the computation of such Profit or Loss, or applicable to the period during which such Profit or Loss was realized, shall be considered allocated to each Partner in the same proportion as Profit and Loss is allocated to such Partner.

C. If any Interest is sold, assigned or transferred during any accounting period in compliance with the provisions of this Agreement, Profits, Losses, each item thereof and all other items attributable to such Interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and unanimously selected by the Partners. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

D. In the event of a transfer of all or any part of the Interest of a Partner, the Partners may unanimously agree,



pursuant to Section 754 of the Code, to adjust the basis of Partnership Property if the Partners unanimously agree that such election would be advantageous to the Partners. Each Partner agrees to furnish the Partnership with all information necessary to give effect to such election. Similar elections under provisions of state and local income tax laws shall also be made.

E. Any elections or other decisions relating to such allocations shall be made in the reasonable discretion of the Managing Partner in a manner that reasonably reflects the purpose and intention of this Agreement. Except for any allocations made pursuant to Section 3.3C, allocations pursuant to this Section 3.3 are solely for federal, state and local tax purposes and shall not affect, or in any way be taken into account, in computing any Partner's Capital Account, share of Profit or Loss, or other items or distributions pursuant to any provision of this Agreement.

#### ARTICLE IV

##### Rights, Powers and Duties of Partners

##### Section 4.1 Management and Control of the Partnership

A. Except as provided herein, the day-to-day management, policies and control of the business of the Partnership shall be vested in the Managing Partner, who shall serve in such capacity until a successor is chosen by a majority of the Partners. The initial Managing Partner shall be Gerald A. Glowacki. If the position of Managing Partner becomes vacant by resignation or otherwise, such vacancy shall be filled promptly by a person selected by a majority of the Partners. Until such vacancy has been filled, all decisions of the Partnership shall be made by the unanimous consent of the remaining General Partners.

B. Except as otherwise provided herein, the Partnership shall be bound by the signature of the Managing Partner.

C. Except as provided in this Agreement, no Limited Partner shall participate in or have any control over the Partnership business or have any authority or right to act for or bind the Partnership.

Section 4.2 Authority of Managing Partner

A. Subject to Section 4.3, the Managing Partner shall be responsible for the day-to-day management and operation of the Partnership's business. In connection with such day-to-day management and operation, the Managing Partner shall be responsible for and have the right, authority, power and obligation to do the following on behalf of the Partnership:

(i) Supervise and inspect all work performed in connection with the Property;

(ii) Obtain and maintain in good standing all necessary permits and approvals for the operation of the Property;

(iii) Consult with local government authorities and utility companies to assure proper and timely availability of electricity, water, sewer, gas, telephone, and other necessary utility service for the Property;

(iv) Recommend and review insurance requirements for the Property;

(v) Maintain full and accurate books of account and records relating to the Property in accordance with generally accepted accounting principles;

(vi) Develop and maintain appropriate cost control and other management control systems;

(vii) Pay all reasonable costs, charges and expenses incurred in the operation of the business of the Partnership;

(viii) Prepare or assist in preparing all reports, forms, records and returns required to be filed by the Partnership under the laws, ordinances, rules and regulations of any federal, state, county or municipal authority relating to the Property;

(ix) Prepare such financial statements which summarize all amounts received and paid by the Partnership during such periods as the Managing Partner deems appropriate, such statements to be delivered to each Partner on a timely basis thereafter;

(x) Open, maintain and close bank accounts and draw checks or other orders for the payment of money on the Partnership's behalf. The bank accounts of the Partnership shall be maintained in and a withdrawal shall be made only in the regular course of the Partnership's business in accordance with the provisions of this Agreement.

B. The Managing Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of all Partnership funds and assets for the benefit of the Partnership. The Managing Partner shall at all times act in good faith and exercise due diligence in all activities relating to the conduct of the business of the Partnership.

Section 4.3 Limitations on Managing Partner's Authority.

A. Notwithstanding the language of Section 4.2, none of the Partners shall have any authority to perform any act in violation of any applicable laws or regulations thereunder, nor shall the Managing Partner, without the prior Consent of the Limited Partners, have any authority to:

(i) Make an assignment for the benefit of creditors;

(ii) Confess a judgment against the Partnership;

(iii) Endorse any note or act as an accommodation party or otherwise become surety for any person on behalf of the Partnership;

(iv) Assign, mortgage, pledge, sell or in any way transfer the Property or, except in the ordinary course of its business, the Partnership's other assets, or sell any additional Interests in the Partnership, except as may be otherwise specifically provided herein, or perform any act detrimental to the best interests of the Partnership or which would make it impossible to carry on the ordinary business of the Partnership;

(v) Sell, assign, lease or otherwise transfer all or a portion of the Property;

(vi) Borrow money or issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, and secure the same by deed of trust,

mortgage, security interest, pledge or other lien or encumbrance on the Property or any other material assets of the Partnership;

(vii) Borrow money from or enter into agreements or contracts of any nature on behalf of the Partnership with any Related Party.

Section 4.4 Compensation of Managing Partner.

The Managing Partner shall receive no fee for managing the operations of the Partnership. However, the Partnership shall reimburse the Managing Partner on a current basis for all reasonable expenses incurred by the Managing Partner on behalf of the Partnership.

Section 4.5 Indemnification.

Each Partner shall be entitled to indemnification from the Partnership for any act performed within the scope of the authority conferred by this Agreement, except for acts of willful malfeasance, provided, however, that any indemnity under this Section shall be provided out of and to the extent of Partnership assets only.

ARTICLE V

Transferability of Partner's Interest

Section 5.1 Prohibition on Transfer of Interest.

A. No Partner shall sell, assign, convey or otherwise transfer, during life, or at death by intestacy, bequest or otherwise, all or any portion of his Interest in the Partnership, or cause a security interest to be created in all or any portion of such Interest, without the prior unanimous consent of the other Partners, or unless the transfer is made in accordance with the provisions of this Section 5.1.

B. A Partner may transfer all or any portion of his Interest during life or at death to a Family Member. The transferee Family Member shall, as a condition to receiving such Interest, agree to be bound by the terms of this Agreement and to execute a counterpart hereof.

C. If a Partner should receive a bona fide written offer from an independent third party to purchase all or any portion of his Interest, he shall first offer, in writing, to

sell all or such portion of his Interest to the Partnership, setting forth the price and terms of such offer, with a copy to the remaining Partners, and the Partnership shall have the option to purchase, within sixty (60) days after the receipt of such offer, the offered Interest at the price and on the terms of the third party offer. If the Partnership does not exercise its option to purchase the offered Interest within said sixty (60) day period, then the Interest shall be deemed to have been offered to the remaining Partners, and they shall have the option to purchase, within thirty (30) days after expiration of the Partnership's sixty (60) day period, the offered Interest, at the price and on the terms of the third party offer. If two or more Partners desire to purchase the offered Interest, then in the absence of an agreement between them, the Partners shall have the right to purchase such of the offered Interest, in the proportion which their respective holding of Interests bears to the holdings of the other Partners who desire to exercise such option.

D. If neither the Partnership nor the remaining Partners exercise their options to purchase the offered Interest under Section 5.1C hereof, then the transferring Partner shall have the right to transfer the offered Interest to the independent third party offeror, for a period of ninety (90) days following the expiration of the ninety (90) day period set forth in Section 5.1C, at a price and upon the terms which had been set forth in the notice to the Partnership, provided, however, that this Agreement is amended and all appropriate filings to reflect such transfer are undertaken. The Interest of a General Partner shall automatically be converted into a Limited Partner Interest in the event of a transfer under this Section 5.1D. The transferee shall, as a condition to receiving such Limited Partner Interest, agree to be bound by the terms of this Agreement and to execute a counterpart hereof.

E. On the death of a Partner, his Interest, if any, as a General Partner shall be automatically converted into a Limited Partner Interest, irrespective of whether such Interest is transferred to a Family Member pursuant to Section 5.1B hereof or to another person pursuant to this Section. If a decedent Partner's Interest would, but for this Section, be transferred after death to a person other than a Family Member, then his estate shall be deemed to have offered to sell all of his Interest to the Partnership, and the Partnership shall have the option to purchase, within sixty (60) days after his death, the Interest at the price on the terms set forth in Section 5.1F. If the Partnership does not exercise its option to purchase the Interest within said sixty (60) day period, then

the Interest shall be deemed to have been offered to the remaining Partners, and they shall have the option to purchase, within thirty (30) days after the expiration of the Partnership's sixty (60) day period, the Interest, at the price and on the terms set forth in Section 5.1F. If two or more Partners desire to purchase the Interest, then in the absence of an agreement between them, the Partners shall have the right to purchase such of the Interest, in the proportion which their respective holding of the Interests bears to the holdings of the other Partners who desire to exercise such option. If neither the Partnership nor the remaining Partners desire to exercise their options to purchase the Interest under this Section, then the Interest shall be transferred in accordance with the non Family Member beneficiary of the decedent Partner, provided, however, that this Agreement is amended and all appropriate filings to reflect such transfer are undertaken to reflect such a transfer. The transferee shall, as a condition to receiving such Limited Partner Interest, agree to be bound by the terms of this Agreement and execute a counterpart hereof.

F. In the event that an Interest is to be transferred pursuant to Section 5.1E, the purchase price for such Interest shall be equal to the Value of the Interest, as determined under this Section. The fair market value for the all tangible property (real, personal or mixed) shall be determined first by R. A. Marks. If R. A. Marks in his own opinion is no longer actively involved in appraising tangible property, then the fair market value shall be determined by Matthew J. Smith. If Matthew J. Smith in his own opinion is no longer actively involved in appraising real property, then the Partners, including the representative of the decedent Partner, shall mutually agree on an appraiser. If the Partners cannot mutually agree on an appraiser, then the representative of the decedent Partner, on the one hand, and the acquiring Partnership or Partner(s), as the case may be, on the other hand, shall each select an appraiser certified to appraise property and each shall appraise the tangible property, and the average appraisal of the two appraisers so selected shall constitute the appraised value for the tangible property.

After the determination of the fair market value of the tangible property of the Partnership in accordance with the foregoing provisions, the excess of such fair market value over the book value of such tangible property, or vice versa, shall be credited or debited, as the case may be, to the capital accounts of the Partners, including that of the decedent Partner in the proportion in which they share net profits or net losses, as provided hereunder. After the foregoing



adjustments have been made, the Value of the Interest of the decedent Partner shall be equal to the sum of the following items as of the day of his death, provided that in no event shall the value be less than One Thousand Dollars (\$1,000.00): (i) the balance, as adjusted from above, in the capital account of such decedent Partner; and (ii) such decedent Partner's regular share of Partnership profits or losses, as the case may be, realized between the end of the last fiscal year and as of the day of his death, to the extent such profits and losses have not already been charged to the Partner's capital account.

All determinations and allocations, other than the appraisal, required under this Section 5.1F shall be made by the Partnership's regular accountant or if there is none, by an accountant selected by the Managing Partner, and any such determination or allocation so made shall be binding on all parties. For the purposes of the computations required in determining a Partner's Interest in the Partnership, the books of the Partnership shall be accepted as correct, except as otherwise specifically provided herein as to tangible property, and no adjustments shall be made in such books with respect to good will, trade names or any other intangible values, if any. No payment other than those specifically provided for herein shall be due and payable with respect to the Interest of a Partner. Any debt due by such Partner to the Partnership shall be payable according to its terms, as shall any debt due by the Partnership to such Partner; except, however, that, regardless of the terms of any such debt due by such Partnership to the Partner, any payment due under this Section 5.1F with respect to the transfer by the Partnership of a Partner's Interest shall, instead of being paid to such Partner, be first applied to the discharge of any such indebtedness until all such indebtedness is fully discharged.

The acquiring Partnership or the acquiring Partner(s), as the case may be, shall pay in cash 25% of any amounts due to the decedent Partner and the balance shall be represented by a non-negotiable promissory note(s), in the form attached hereto as Exhibit A, with a fixed interest rate thereon equal to the minimum rate of interest required to avoid the imputation of interest under the Internal Revenue Code of 1986, as amended, at the time of issuance (such interest to begin accruing on the date of the cash payment), the first payment of which shall be due and payable three (3) months after the cash payment.

G. Nothing herein shall be construed to relieve a Partner so selling, transferring, exchanging or otherwise disposing of all or any portion of his Interest in the Partnership, or creating a security interest in all or any portion of his Interest in the Partnership, in contravention of this Agreement, of any obligations or liabilities of such Partner to the Partnership under this Agreement.

Section 5.2 Bankruptcy of a General Partner.

A. In the event the Interest of a General Partner is attached, or taken in execution, or if a General Partner applies for the benefit of or files a case under, any provision of federal bankruptcy law or any other law relating to the insolvency or relief of debtors, or any case or proceeding is brought against a General Partner under any provision of the federal bankruptcy law or any other law relating to insolvency or relief of debtors which is not dismissed within thirty (30) days after the commencement thereof, or a General Partner makes an assignment of his Interest for the benefit of creditors, or in the event the Interest of a General Partner is made subject to a charging order, the Interest of a General Partner shall automatically be converted to a Limited Partner Interest. The allocable share of the Profit and Loss and distributions with respect of an Interest converted to a Limited Partner Interest pursuant to this Section 5.2A shall remain the same as it was prior to the event triggering the conversion specified above.

B. The insolvency of a General Partner, or the conversion of the Interest of a General Partner to a Limited Partner Interest pursuant to Section 5.2A, shall not cause the Partnership to dissolve. In such event, (i) the Limited Partners may appoint a new General Partner, (ii) the insolvent or converted General Partner's successor(s) in interest shall become a Limited Partner(s) herein, subject to Section 5.2C, (iii) this Agreement shall be amended to reflect the admission of any new General Partner and Limited Partner(s), (iv) appropriate filings to reflect the admission of such new Partners shall be undertaken and recorded, and (v) any Interest so transferred shall remain subject to the terms of this Agreement. Each such Partner shall agree, in writing, to be bound by the terms of this Agreement by executing a counterpart of this Agreement which shall be deemed a supplement to this Agreement.

C. In the event (i) the Interest of a Limited Partner is attached, or taken in execution, or if a Limited Partner applies for the benefit of or files a case under, any



provision of federal bankruptcy law or any other law relating to the insolvency or relief of debtors, or any case or proceeding is brought against a Limited Partner under any provision of the federal bankruptcy law or any other law relating to insolvency or relief of debtors which is not dismissed within ninety (90) days after the commencement thereof, or a Limited Partner makes an assignment of his Interest for the benefit of creditors, or in the event the Interest of a Limited Partner is made subject to a charging order, or (ii) a General Partner's Interest has been converted into a Limited Partner Interest in accordance with Section 5.2A, then such Partner shall be deemed to have offered the Interest at issue to the Partnership and the remaining Partners pursuant to the terms of Section 5.1E at the price and on the terms as set forth in Section 5.1F.

#### ARTICLE VI

##### Dissolution, Liquidation and Termination of the Partnership

###### Section 6.1 Events Causing Dissolution.

A. The Partnership shall terminate and be dissolved before the date specified in Section 1.4 upon the (i) unanimous agreement of the Partners, (ii) the sale or other disposition of the Property, or (iii) the happening of any other event causing the dissolution of the Partnership under the laws of the State of Maryland.

B. Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, provided, however, that the Partnership shall not terminate until the assets of the Partnership have been distributed as provided in Section 6.2.

###### Section 6.2 Liquidation.

A. As soon as practical after the dissolution of the Partnership, the Managing Partner shall notify all other Partners of such fact and shall prepare a plan as to whether and in what manner the assets of the Partnership shall be liquidated. The assets and liabilities of the Partnership may be assigned and transferred to a successor entity upon such terms and conditions as then determined by the Partners. Unless the Partners decide to transfer the assets and liabilities of the Partnership to a successor entity upon dissolution of the Partnership, the Managing Partner shall

liquidate the assets of the Partnership and apply and distribute the proceeds thereof in the following order:

- (i) To the payment of debts and liabilities of the Partnership to creditors, but excluding loans or other debts and liabilities of the Partnership to any of its Partners;
- (ii) To the repayment of any unpaid loans theretofore made by any of the Partners to the Partnership pursuant to Section 2.2;
- (iii) To the establishment of any reserves which the Managing Partner deems reasonably necessary for contingent, unmatured, or unforeseen liabilities or obligations of the Partnership;
- (iv) To the Partners in accordance with and in proportion to their respective Capital Account balances, until all such Capital Accounts have been reduced to zero; and
- (v) Any remaining excess proceeds shall be distributed to the Partners in accordance with their Interests in the Partnership.

B. If the Partnership is "liquidated" (within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g)), distributions shall be made pursuant to this Section 6.2 (if such "liquidation" constitutes a dissolution of the Partnership) or Section 3.2 hereof (if it does not) to the Partners who have positive Capital Accounts in compliance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)(2).

#### ARTICLE VII

##### Books and Records; Bank Accounts; and Reports

##### Section 7.1 Books and Records.

A. The books and records of the Partnership shall be maintained by the Managing Partner at the principal office of the Partnership. In all cases, said books and records shall be available for examination and copying by any Partner, or his duly authorized representatives, at the expense of such Partner, at any time during normal business hours upon provision of reasonable advance notice to the Managing Partner. The records maintained by the Partnership at its principal office shall include, without limitation, the

following records: a current list of the full name and the last known address of each Partner; a copy of the Agreement; and copies of the Partnership's federal, state and local income tax returns as well as any financial statements of the Partnership.

B. The Partnership shall keep its books and records in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with sound accepted accounting principles and procedures applied in a consistent manner, which shall reflect all Partnership transactions and shall be appropriate and adequate for the Partnership's business. The Partnership's fiscal year shall be the calendar year.

#### Section 7.2 Bank Accounts.

A. The Managing Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in its immediate possession or control. The Managing Partner shall not employ, or permit any other person to employ such funds, in any manner except for the benefit of the Partnership.

B. The bank accounts of the Partnership shall be maintained in such banking institutions as the Managing Partner shall determine, and withdrawals shall be made only in the regular course of the Partnership business on the signature of the Managing Partner or such other signature or signatures as the Managing Partner may determine.

### ARTICLE VIII

#### General Provisions

##### Section 8.1 Waiver of Partition.

The Partners hereby waive any right of partition or any right to take any other action which otherwise might be available to them for the purpose of severing their relationship with the Partnership or their interest in the assets held by the Partnership from the interest of the other Partners.

##### Section 8.2 Binding Provisions.

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal

representatives, successors and assigns of the respective parties hereto.

Section 8.3 Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to principles of conflict of laws, and the rights, duties and obligations of the Partners shall be as stated in the Act except as provided herein.

Section 8.4 Separability of Provisions.

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Section 8.5 Entire Agreement.

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may not be amended or modified except by the unanimous agreement of the Partners.

Section 8.6 Notices.

Any notice, approval or other communication necessary or appropriate under the terms of this Agreement shall be in writing and shall be hand delivered or mailed, registered or certified mail, first-class postage prepaid, return receipt requested, to the Partners at the addresses set forth on Schedule A, and if to the Partnership, to the principal office of the Partnership set forth in Section 1.2, or such other address designated by the Partner or Partnership, as the case may be.

Section 8.7 Word Meanings.

In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

Section 8.8 Power of Attorney.

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Each of the Partners, including any successor Partner who shall become a party to this Agreement after the date hereof, irrevocably constitutes and appoints the Managing Partner as his true and lawful attorney-in-fact and in his name, place and stead, to make, execute, sign, acknowledge and file: (i) any certificate or other instrument which may be required to be filed by the Partnership under the laws of the State of Maryland; and (ii) any and all amendments or modifications of the instruments described in (i), including but not limited to certificates of amendment evidencing transfer of Interests; and (iii) all documents which may be required to dissolve and terminate the Partnership. The appointment by all Partners of the Managing Partner as attorney-in-fact shall be deemed to be a power coupled with an interest and shall survive the assignment by any Partner of the whole or any part of his interest hereunder or a change in the Managing Partner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their hands and seals as of the day and year first above written.

WITNESS:

GENERAL PARTNERS:

Luis P. Dockins

J Gerald A. Glowacki  
Gerald A. Glowacki, M.D.

Luis P. Dockins

J Harrold T. Elberfeld  
Harrold T. Elberfeld, M.D.

Luis P. Dockins

J Donald B. Spangler  
Donald B. Spangler, M.D.

LIMITED PARTNERS:

Luis P. Dockins

J Gerald A. Glowacki  
Gerald A. Glowacki, M.D.

Lois P. Dockins

✓ Harrold T. Elberfeld  
Harrold T. Elberfeld, M.D.

Lois P. Dockins

✓ Donald B. Spangler  
Donald B. Spangler, M.D.

STATE OF MARYLAND)  
BALTIMORE COUNTY ) SS:

I HEREBY CERTIFY, that on this 19<sup>TH</sup> day of October, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for BALTIMORE COUNTY, personally appeared GERALD A. GLOWACKI, M.D., a signatory under the foregoing Partnership Agreement, and he acknowledged the same to be his act and deed.

AS WITNESS my hand and Notarial Seal.



Lois P. Dockins  
Notary Public

My Commission Expires: 6/1/92

STATE OF MARYLAND)  
BALTIMORE COUNTY ) SS:

I HEREBY CERTIFY, that on this 19<sup>TH</sup> day of October, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for BALTIMORE COUNTY, personally appeared HARROLD T. ELBERFELD, M.D., a signatory under the foregoing Partnership Agreement, and he acknowledged the same to be his act and deed.

AS WITNESS my hand and Notarial Seal.



Lois P. Dockins  
Notary Public

My Commission Expires: 6/1/92

STATE OF MARYLAND)

BALTIMORE COUNTY)

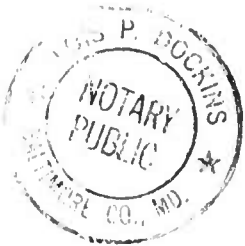
SS:

LIBER

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I HEREBY CERTIFY, that on this 19<sup>TH</sup> day of October, 1990, before me, the subscriber, a Notary Public of the State of Maryland, in and for BALTIMORE COUNTY, personally appeared DONALD B. SPANGLER, M.D., a signatory under the foregoing Partnership Agreement, and he acknowledged the same to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Lois P. Dockins

Notary Public

My Commission Expires: 6/1/92

SCHEDULE A

| <u>GENERAL PARTNERS</u>  | <u>Capital<br/>Contributions</u> | <u>Percentage<br/>Interest</u> |
|--|----------------------------------|--------------------------------|
| Gerald A. Glowacki, M.D.<br>9105 Franklin Square Drive<br>Suite 209<br>Baltimore, Maryland 21237   | \$668.32                         | 1-2/3%                         |
| Harrold T. Elberfeld, M.D.<br>9105 Franklin Square Drive<br>Suite 209<br>Baltimore, Maryland 21237 | \$668.32                         | 1-2/3%                         |
| Donald B. Spangler, M.D.<br>9105 Franklin Square Drive<br>Suite 209<br>Baltimore, Maryland 21237   | \$668.32                         | 1-2/3%                         |
| <br><u>LIMITED PARTNERS</u>  |                                  |                                |
| Gerald A. Glowacki, M.D.<br>9105 Franklin Square Drive<br>Suite 209<br>Baltimore, Maryland 21237   | \$12,831.68                      | 31-2/3%                        |
| Harrold T. Elberfeld, M.D.<br>9105 Franklin Square Drive<br>Suite 209<br>Baltimore, Maryland 21237 | \$12,831.68                      | 31-2/3%                        |
| Donald B. Spangler, M.D.<br>9105 Franklin Square Drive<br>Suite 209<br>Baltimore, Maryland 21237   | \$12,831.68                      | 31-2/3%                        |
|  | <hr/>                            | <hr/>                          |
|  | \$40,500.00                      | 100%                           |



Schedule B

[Real Property Description]

EXHIBIT A TO  
GES LIMITED PARTNERSHIP  
CERTIFICATE AND AGREEMENT  
OF LIMITED PARTNERSHIP

NON-NEGOTIABLE  
PROMISSORY NOTE

\$ \_\_\_\_\_, 19\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_  
(hereinafter called "Maker") promises to pay to the order  
of \_\_\_\_\_ (hereinafter called "Payee") in lawful money  
of the United States of America, the principal amount of  
\_\_\_\_\_ (\$ \_\_\_\_\_), together with interest  
on the unpaid principal sum as described hereinbelow in  
accordance with the following terms:

The principal amount of this Note shall be paid in twelve  
(12) equal quarterly installments commencing on \_\_\_\_\_.  
Interest shall accrue on the unpaid principal sum outstanding  
from time to time hereafter at an interest rate of \_\_\_\_\_%  
per annum, and such interest shall be due and payable on the  
first day of \_\_\_\_\_, \_\_\_\_\_,  
and \_\_\_\_\_ of each year during the term hereof.

All payments hereunder shall be made to the Payee at the  
Payee's address as reflected in the records of the GES Limited  
Partnership or at such other address as the Payee may from time  
to time designate in writing to Maker.

The indebtedness evidenced by this Note may be prepaid  
without penalty in whole or in part by Maker at any time. Each  
such prepayment shall be applied in order of maturity of the  
principal installments due under this Note, and shall be  
accompanied by the payment of accrued interest, at the rate  
provided hereunder, on the principal being prepaid (any  
prepayment being first applied to the then accrued interest).

Maker hereby waives presentment and demand for payment,  
notice of intent to accelerate maturity, notice of acceleration  
of maturity, protest or notice of protest and nonpayment of  
this Note.

From time to time, without affecting the obligation of the Maker to pay the outstanding principal balance of this Note and to observe the covenants of the Maker contained herein, without giving notice to or obtaining the consent of the Maker and without liability on the part of the Payee, the Payee may, at the option of the Payee, extend the time for payment of interest hereon and/or principal hereof, reduce the payments hereunder, release anyone liable on this Note, accept a renewal of this Note, join in any extension or subordination, or exercise any option or election hereunder. No one or more of such actions shall constitute a novation.

If default be made in the payment in whole or in part of any sum provided for herein, which default is not cured within thirty (30) days after the giving of written notice of default, then Payee may, at his option, without further notice or demand, declare the unpaid principal balance and accrued interest on this Note at once due and payable, pursue any and all other rights, remedies and recourse available to Payee, or pursue any combination of the foregoing, all remedies hereunder and under such documents being cumulative. Payee shall have the right to rescind any acceleration in payment of this Note for default, as aforesaid, if Payee so elects, in which event this Note shall be construed, interpreted and enforced in the same manner as if Payee had never elected to declare the unpaid principal balance and accrued interest of this Note at once due and payable.

Failure to exercise any of the foregoing options on the happening of one or more of the foregoing events shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event, and no single or partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Payee shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time, or nullify any prior exercise of any such option without the express written consent of the Payee.

This Note shall be governed by and construed according to the laws of the State of Maryland, without regard to principles of conflict of laws. This Note shall be binding upon the successors and assigns of Maker. If this Note is executed by more than one party, each such party shall be jointly and severally liable for the obligations of Maker under this Note. If any term or provision of this Note shall be held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or provision, nor

the validity of the remaining terms of this Note shall in any way be affected thereby. This Note is not negotiable.

IN WITNESS WHEREOF, this Note is executed in \_\_\_\_\_,  
Maryland, as of the day and year first above written.

\_\_\_\_\_(SEAL)

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



LIBER

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LIBER

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Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE

BUSINESS CODE

COUNTY

62

# P.A. Religious Close Stock Nonstock

Merging  
(Transferor)

Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

10 50 Expedited Fee  
20 Organ. & Capitalization  
61 Rec. Fee (Arts. of Inc.)  
62 Rec. Fee (Amendment)  
63 Rec. Fee (Merger or Consolidation)  
64 Rec. Fee (Transfer)  
65 Rec. Fee (Dissolution)  
66 Rec. Fee (Revival)  
52 Foreign Qualification  
50 Cert. of Qual. or Reg.  
51 Foreign Name Registration  
13 33 1 Certified Copy 27  
56 Penalty  
54 For. Supplemental Cert.  
53 Foreign Resolution  
73 Certificate of Conveyance

Name Change  
(New Name)

Change of Name  
Change of Principal Office  
Change of Resident Agent  
Change of Resident Agent Address  
Resignation of Resident Agent  
Designation of Resident Agent and Resident Agent's Address  
Other Change

76 Certificate of Merger/Transfer

75 Special Fee  
80 For. Limited Partnership  
83 50 Cert. Limited Partnership  
84 Amendment to Limited Partnership  
85 Termination of Limited Partnership  
21 Recordation Tax  
22 State Transfer Tax  
23 Local Transfer Tax  
31 Corp. Good Standing  
NA Foreign Corp. Registration  
87 Limited Part. Good Standing  
71 Financial  
600 Personal  
Property Reports and late filing penalties  
70 Change of P.O., R.A. or R.A.A.  
91 Amend/Cancellation, For. Limited Part.  
Other  
Other

Code 063

ATTENTION: Leah R. Schuman

MAIL TO ADDRESS:

TOTAL FEES 133

✓

Check

Cash

Documents on checks

APPROVED BY:

JmT

NOTE:

CERTIFIED  
COPY MADE

327910756

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
GES LIMITED PARTNERSHIP

LIBER 6 PAGE 188

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND OCTOBER 22, 1990 AT 11:34 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3103264

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
VENABLE, BAETJER & HOWARD  
ATTN: LEAH R. SCHUMAN  
2 HOPKINS PLAZA  
1800 MERCANTILE BANK & TRUST BLDG  
BALTIMORE MD 21201

080C3042213

A 341247 *ev H*  
REC'D & RECORDED  
NO 6 FOLIO 160

RECORDED IN THE RECORDS OF THE  
1990 DEC 11 PM 1:41

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION OF MARYLAND IN LIBER, FOLIO  
HARFORD CO.  
CHARLES G. HIOB. III  
CLERK  
2279 0728



LAFAYETTE LIMITED PARTNERSHIP  
CERTIFICATE OF AMENDMENT AND RESTATEMENT  
OF LIMITED PARTNERSHIP

DEC 17 PM 3 17

LAFAYETTE LIMITED PARTNERSHIP, a Maryland limited partnership having its principal office in Harford County, Maryland (the "Partnership") certifies:

1. Name. The name of the Partnership is "LAFAYETTE LIMITED PARTNERSHIP."

2. Principal Office and Resident. The address of the principal office of the Partnership is 215 North Washington Street, Havre de Grace, Maryland 21078. The name and address of the resident agent of the Partnership is James T. Sarazin, 215 North Washington Street, Havre de Grace, Maryland 21078.

3. General Partner. The name and the business address of the General Partner of the Partnership are as follows:

KATE CORP.  
215 N. Washington Street  
Suite 2c  
Havre de Grace, Maryland 21078

4. Partnership Affairs. The affairs of the Partnership shall be governed by the Limited Partnership Agreement which may be amended from time to time as provided therein.


5. Dissolution. The latest date upon which the Partnership is to dissolve is 12/31/2039.

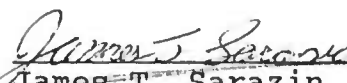
IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate of Amendment and Restatement of Limited Partnership on this 12<sup>th</sup> day of December, 1990.

ATTEST:

GENERAL PARTNER:

KATE CORP.

  
\_\_\_\_\_

By:   
James T. Sarazin  
Its: President

0818RRK.gmh  
6871  
12/3/90

03528062

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorLIBER 6 PAGE 190  
Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE

BUSINESS CODE

COUNTY

#

P.A.

Religious

Close

Stock

No stock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT

FEE REMITTED

Name Change  
(New Name)

|    |    |                                    |
|----|----|------------------------------------|
| 10 | 50 | Expedited Fee                      |
| 20 |    | Organ. & Capitalization            |
| 61 |    | Rec. Fee (Arts. of Inc.)           |
| 62 |    | Rec. Fee (Amendment)               |
| 63 |    | Rec. Fee (Merger or Consolidation) |
| 64 |    | Rec. Fee (Transfer)                |
| 65 |    | Rec. Fee (Dissolution)             |
| 66 |    | Rec. Fee (Revival)                 |
| 52 |    | Foreign Qualification              |
| 50 |    | Cert. of Qual. or Reg.             |
| 51 |    | Foreign Name Registration          |
| 13 | 7  | Certified Copy                     |
| 56 |    | Penalty                            |
| 54 |    | For. Supplemental Cert.            |
| 53 |    | Foreign Resolution                 |
| 73 |    | Certificate of Conveyance          |

76 Certificate of Merger/Transfer

|     |    |  |
|-----|----|--|
| 75  |    | Special Fee                                |
| 80  |    | For. Limited Partnership                   |
| 83  |    | Cert. Limited Partnership                  |
| 84  | 50 | Amendment to Limited Partnership           |
| 85  |    | Termination of Limited Partnership         |
| 21  |    | Recordation Tax                            |
| 22  |    | State Transfer Tax                         |
| 23  |    | Local Transfer Tax                         |
| 31  |    | Corp. Good Standing                        |
| NA  |    | Foreign Corp. Registration                 |
| 87  |    | Limited Part. Good Standing                |
| 71  |    | Financial                                  |
| 600 |    | Personal                                   |
|     |    | Property Reports and late filing penalties |
| 70  |    | Change of P.O., R.A. or R.A.A.             |
| 91  |    | Amend/Cancellation, For. Limited Part.     |
|     |    | Other                                      |
|     |    | Other                                      |

TOTAL  
FEES

Check

Cash

NOTE:

Documents on

checks

APPROVED BY:

CERTIFIED  
COPY MADE



CERTIFICATE OF AMENDMENT  
OF  
LAFAYETTE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND DECEMBER 17, 1990 AT 3:17 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M2864858

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
GALLAGHER, EVELIUS & JONES  
218 N. CHARLES ST. SUITE 400  
BALTIMORE MD 21201



118C3046673

A 345542  
REC'D & RECORDED CGH  
NO 6 FOLIO 189

RECORDED IN THE RECORDS OF THE 1991 FEB -4 PM 1:42

STATE DEPARTMENT OF ASSESSMENTS

HARFORD CO.  
CLERK

AND TAXATION OF MARYLAND IN LIBER. FOLIO.

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP  
OF 12-4-90  
CLAYTON LIMITED PARTNERSHIP

RECEIVED  
50 DEC 4 AM 11 1990  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

THIS AMENDED CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 21st day of November, 1990, by Thomas D. Hanlin, a Maryland resident, the General Partner.

EXPLANATORY STATEMENT

WHEREAS, by Certificate of Limited Partnership dated January 2, 1990, and filed with the State Department of Assessments and Taxation on January 4, 1990 (the "Certificate"), Clayton Limited Partnership was formed as a Maryland limited partnership (the "Partnership"); and

WHEREAS, the resident agent and principal address have changed and G. Wendel Heineman has withdrawn as a general partner.

NOW, THEREFORE, the undersigned hereby amend the Certificate and certify to the Maryland State Department of Assessments and Taxation as follows:

1. The address of the principal office of the Partnership is 1129-B Clayton Road, Joppa, Maryland 21087. The name and address of the resident agent of the Partnership is Thomas D. Hanlin, 1129-B Clayton Road, Joppa, Maryland 21087. ✓

3. The name and business address of the General Partner is Thomas D. Hanlin, 1129-B Clayton Road, Joppa, Maryland 21087.

4. All other terms and conditions set forth in the Certificate shall continue in full force and effect.

IN WITNESS WHEREOF, the General Partner acknowledges that this Amended Certificate of Limited Partnership is his act, and further acknowledges, under penalties of perjury, to the best of his knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that he has executed this Amended Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

Steve Bish

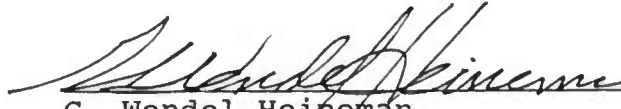
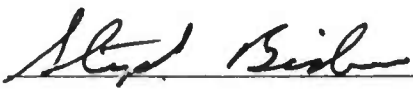
Thomas D. Hanlin

(SEAL)

3291 2697

03398001

The undersigned withdrawing General Partner of the Partnership hereby agrees and consents to the terms and conditions of this Amended Certificate of Limited Partnership.

 (SEAL)  
G. Wendel Heineman,  
Withdrawing General Partner

A5596

-2-

3291 2694

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



LIBER 6 PAGE 194  
Department of Assessments and Taxation  
CHARTER DIVISION  
Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE 20 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# M 2933422 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

| CODE | AMOUNT    | FEE REMITTED                           |  |
|------|-----------|--|--|
| 10   | _____     | Expedited Fee                          |  |
| 20   | _____     | Organ. & Capitalization                |  |
| 61   | _____     | Rec. Fee (Arts. of Inc.)               |  |
| 62   | _____     | Rec. Fee (Amendment)                   |  |
| 63   | _____     | Rec. Fee (Merger or Consolidation)     |  |
| 64   | _____     | Rec. Fee (Transfer)                    |  |
| 65   | _____     | Rec. Fee (Dissolution)                 |  |
| 66   | _____     | Rec. Fee (Revival)                     |  |
| 52   | _____     | Foreign Qualification                  |  |
| 50   | _____     | Cert. of Qual. or Reg.                 |  |
| 51   | _____     | Foreign Name Registration              |  |
| 13   | _____     | _____ Certified Copy _____             |  |
| 56   | _____     | Penalty                                |  |
| 54   | _____     | For. Supplemental Cert.                |  |
| 53   | _____     | Foreign Resolution                     |  |
| 73   | _____     | Certificate of Conveyance              |  |
| 76   | _____     | Certificate of Merger/Transfer         |  |
| 75   | _____     | Special Fee                            |  |
| 80   | _____     | For. Limited Partnership               |  |
| 83   | _____     | Cert. Limited Partnership              |  |
| 84   | <u>50</u> | Amendment to Limited Partnership       |  |
| 85   | _____     | Termination of Limited Partnership     |  |
| 21   | _____     | Recordation Tax                        |  |
| 22   | _____     | State Transfer Tax                     |  |
| 23   | _____     | Local Transfer Tax                     |  |
| 31   | _____     | _____ Corp. Good Standing              |  |
| NA   | _____     | Foreign Corp. Registration             |  |
| 87   | _____     | _____ Limited Part. Good Standing      |  |
| 71   | _____     | Financial                              |  |
| 600  | _____     | _____ Personal                         |  |
|      | _____     | Property Reports and _____             |  |
|      | _____     | late filing penalties                  |  |
| 70   | _____     | Change of P.O., R.A. or R.A.A.         |  |
| 91   | _____     | Amend/Cancellation, For. Limited Part. |  |
|      | _____     | Other _____                            |  |
|      | _____     | Other _____                            |  |

Name Change  
(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

Code 119

ATTENTION: Stephen Bisbee

MAIL TO ADDRESS: \_\_\_\_\_

TOTAL FEES 50

☒ Check \_\_\_\_\_ Cash

NOTE:

Documents on \_\_\_\_\_ checks

3291 2695

APPROVED BY: [Signature]

CERTIFICATE OF AMENDMENT  
OF  
CLAYTON LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND DECEMBER 4, 1990 AT 11:46 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2933422

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
ABRAMOFF, NEUBERGER AND LINDER  
ATTN: STEPHEN BISBEE  
250 WEST PRATT STREET, SUITE 800  
BALTIMORE MD 21201

110C3045782



A 344733 CGH  
REC'D & RECORDED  
NO 6 FOLIO 192

RECORDED IN THE RECORDS OF 1991 FEB -4 PM 1:43

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
CHARLES G. HARRIS 12692  
AND TAXATION OF MARYLAND IN LIBER, FOLIO  
CLERK

CERTIFICATE OF LIMITED PARTNERSHIP  
OF LELAND PROPERTY ASSOCIATES LIMITED PARTNERSHIP

The parties hereto, desiring to form a Limited Partnership pursuant to the Maryland Revised Uniform Limited Partnership Act, do hereby acknowledge and certify:

1. The name of the Partnership (the "Partnership") shall be: Leland Property Associates Limited Partnership.
2. The address of the principal office of the Partnership shall be: 114 South Main Street, Bel Air, Maryland 21014. The name and address of the resident agent of the Partnership shall be: HDH Corporation, a Maryland corporation, 114 South Main Street, Bel Air, Maryland 21014.
3. The name and address of the General Partner is HDH Corporation, 114 South Main Street, Bel Air, Maryland 21014.
4. The latest date the Partnership shall be dissolved is December 31, 2030.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges under penalty of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership as of the 24th day of January, 1991.

WITNESS:

GENERAL PARTNER:

HDH CORPORATION

By: J. Carroll Hagan (SEAL)  
J. Carroll Hagan  
Vice President

Leland.cer  
01/24/91:dm

1/25/91 3:18

1991 JAN 25 PM 3 18

10298017 3304 1402

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 0550 BUSINESS CODE \_\_\_\_\_ COUNTY 62  
# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Not stockMerging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

|    |           |                                    |
|----|-----------|------------------------------------|
| 10 | <u>30</u> | Expedited Fee                      |
| 20 | _____     | Organ. & Capitalization            |
| 61 | _____     | Rec. Fee (Arts. of Inc.)           |
| 62 | _____     | Rec. Fee (Amendment)               |
| 63 | _____     | Rec. Fee (Merger or Consolidation) |
| 64 | _____     | Rec. Fee (Transfer)                |
| 65 | _____     | Rec. Fee (Dissolution)             |
| 66 | _____     | Rec. Fee (Revival)                 |
| 52 | _____     | Foreign Qualification              |
| 50 | _____     | Cert. of Qual. or Reg.             |
| 51 | _____     | Foreign Name Registration          |
| 13 | _____     | _____ Certified Copy _____         |
| 56 | _____     | Penalty                            |
| 54 | _____     | For. Supplemental Cert.            |
| 53 | _____     | Foreign Resolution                 |
| 73 | _____     | Certificate of Conveyance          |

Name Change  
(New Name) \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |           |  |
|-----|-----------|--|
| 75  | _____     | Special Fee                                |
| 80  | _____     | For. Limited Partnership                   |
| 83  | <u>50</u> | Cert. Limited Partnership                  |
| 84  | _____     | Amendment to Limited Partnership           |
| 85  | _____     | Termination of Limited Partnership         |
| 21  | _____     | Recordation Tax                            |
| 22  | _____     | State Transfer Tax                         |
| 23  | _____     | Local Transfer Tax                         |
| 31  | _____     | _____ Corp. Good Standing                  |
| NA  | _____     | Foreign Corp. Registration                 |
| 87  | _____     | _____ Limited Part. Good Standing          |
| 71  | _____     | Financial                                  |
| 600 | _____     | _____ Personal                             |
|     | _____     | Property Reports and late filing penalties |
| 70  | _____     | Change of P.O., R.A. or R.A.A.             |
| 91  | _____     | Amend/Cancellation, For. Limited Part.     |
|     | _____     | Other                                      |
|     | _____     | Other                                      |

\_\_\_\_\_ Change of Name  
 \_\_\_\_\_ Change of Principal Office  
 \_\_\_\_\_ Change of Resident Agent  
 \_\_\_\_\_ Change of Resident Agent Address  
 \_\_\_\_\_ Resignation of Resident Agent  
 \_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address  
 \_\_\_\_\_ Other Change

Code 045

ATTENTION:

MAIL TO ADDRESS: \_\_\_\_\_

TOTAL  
FEES80

Check

Cash

Documents on \_\_\_\_\_ checks

APPROVED BY: A

NOTE:

3304 1402

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
LELAND PROPERTY ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND JANUARY 25, 1991 AT 3:18 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3155264

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
MILES & STOCKBRIDGE  
ATTN: JEFF MARKOVITZ  
10 LIGHT STREET  
BALTIMORE

MD 21202

144C3041637

A

349047

NO 6 FOLIO 196

1991 MAR 19 AM 11:34

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
CHARLES G. HOB. III  
CLERK

AND TAXATION OF MARYLAND IN LIBER, FOLIO 7304 1401





PLEASANT VALLEY ASSOCIATES  
AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT

CHER

6 PAGE 199

THIS AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT, made this 13th day of March, 1990, by Thomas A Taylor, General Partner:

1) The name Janice M. Taylor of 501 Ponderosa Drive, Bel Air, Maryland 21014, and whose Social Security Number is 539 34 4604, is hereby added as a Limited Partner for One (1) Unit. This Unit was purchased from William D. Parrish.

IN WITNESS WHEREOF, the General Partner as authorized by Paragraph No. 10B of the Limited Partnership Agreement and Certificate (which appoints Thomas A. Taylor as the true and lawful attorney-in-fact for each of the Limited Partners to execute required instruments to affect the substitution and/or addition of Limited Partners) has executed this Amendment on behalf of the Limited Partnership under a seal as of the day and year first above written.

WITNESS:

*Thomas A. Taylor*

*Thomas A. Taylor*

REC FE 13.00  
(SEAL)

THOMAS A TAYLOR GEN. PARTNER/ATTORNEY-IN-FACT  
FOR ALL LIMITED PARTNERS

13.00

*Janice M. Taylor*

*Janice M. Taylor*

8051840 C003 R02 T15:01  
(SEAL) 04/12/91

JANICE M TAYLOR, LIMITED PARTNER

STATE OF MARYLAND )  
                                  ) to wit:  
COUNTY OF HARFORD )

I hereby certify, that on this 13th day of March, 1991, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, duly commissioned and qualified, personally appeared, Thomas A. Taylor, and made an oath in due form of law that the matters and facts set forth above are true and correct to the best of his knowledge.

AS WITNESS my hand and Notarial Seal

*Thomas A. Taylor*

Notary Public

My Commission Expires: 10-1-91

STATE OF MARYLAND )  
                                  ) to wit:  
COUNTY OF HARFORD )

I hereby certify, that on this 13th day of March, 1991, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, duly commissioned and qualified, personally appeared Janice M. Taylor, and made an oath in due form of law that the matters and facts set forth above are true and correct to the best of her knowledge.

AS WITNESS my hand and Notarial Seal

*Thomas A. Taylor*

Notary Public

My Commission Expires: 10-1-91

Mail to:  
Pheasant Valley Assoc  
501 Ponderosa Dr  
Bel Air MD 21014

108A 6 PAGE 200

CERTIFICATE OF LIMITED PARTNERSHIP

APPROVED FOR RECORD

We, the undersigned parties, constituting the general partners of SLATE RIDGE LIMITED PARTNERSHIP hereby certify that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

A. "Certificate" - This Certificate of Limited Partnership.

B. "Partnership" - This Limited Partnership

1. Partnership Name.

The name of the Partnership shall be SLATE RIDGE LIMITED PARTNERSHIP."

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is 522 Rock Spring Avenue, Bel Air, Maryland. The name and address of the resident agent of the Partnership in this State are Kelly Smith of 522 Rock Spring Avenue, Bel Air, Maryland

3. Names and Addresses of General Partner. The name and the business, residence, or mailing address of each general partner are as set forth on the signature pages hereof.

4. Dissolution. The latest date upon which the Partnership is to dissolve is January 14, 2020.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 17 day of January 1991.

GENERAL PARTNER:

KEENELAND LTD. I

by: C Kelly Smith  
KELLY SMITH, President  
ADDRESS: 522 Rockspring Road  
Bel Air, Maryland 21014

3308 1329

## SLATE RIDGE LIMITED PARTNERSHIP

THIS LIMITED PARTNERSHIP AGREEMENT made, entered into and effective this 17 day of January, 1991, by and between KEENELAND LTD. I, referred to as the General Partner, and RHODODENDRON, INC., CHURCH HILL INC., 324 CORPORATION, FMCOC, LTD, MOUNTAIN LAUREL, INC., PENMARDEL LAND COMPANY, INC., MICHAEL MAGAN, and BENFIELD, INC., whose is signatory hereto as limited partners, hereinafter referred to as Limited Partners.

## EXPLANATORY STATEMENT

The parties hereto are desirous to acquire a tract of land located in Delta, Pennsylvania, situate in Peach Bottom Township, York County, Pennsylvania, and being more particularly outlined and shown on the Plat entitled "Plan Showing Property Belonging to Henrietta W. Pue Estate" prepared by Gordon L. Brown and Associates in York, Pa., dated August 3, 1972 and to obtain necessary permits to either sale or lease same, and to hold the same as an investment for income producing purposes. In order to accomplish their aforesaid desires, the parties hereto wish to join together in a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act, Title 10 of the Corporation and Associations Article of the Annotated Code of Maryland.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other and of the other good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. NAME: The name of this limited partnership shall be SLATE RIDGE LIMITED PARTNERSHIP.

2. DEFINITIONS: Throughout this Agreement, any word or words are defined in the Maryland Revised Uniform Limited Partnership Act ("MRULPA"), as amended from time to time, shall the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

2.1. "Agreement" - This Limited Partnership Agreement.

2.2. "Partnership" - This Limited Partnership.

3. Principal Office of Partnership: The principal office and place of business of the Partnership shall be located at 522 Rock Spring Avenue, Bel Air, Maryland 21014. The Partnership may have such other or additional offices as the General Partner, in their sole discretion shall deem necessary or advisable.

85 8 A 12 1991

1330 1330

10436122

4. Business and Purpose: The purposed of the Partnership are as follows:

4.1. The Partnership shall acquire the contract right to purchase in fee simple a tract of real property located in in Delta, Pennsylvania, situate in Peach Bottom Township, York County, Pennsylvania. Said property is more fully described in the Agreement of Sale dated December 19, 1990, between Peach Bottom Associates, Inc. and Kelly Smith. The Partnership shall then acquire the property to obtain necessary permits to either sale or lease same, and to hold the same as an investment for income producing purposes, which the Partnership shall operate as such. Said tract of real property together with any improvements that maybe constructed thereon and appurtenances thereon shall be hereinafter referred to as "The Property".

4.2. The Partnership may sell or lease all or any part of the property.

4.3. The partnership may also do and engage in any and all other things and activities incident to the acquisition, holding, management, operation, leasing, development and/or sale of the Property, including, by way of illustration and not by way of limitation, arranging and consummating financing; executing deeds, leases, ground leases, mortgages or deeds of trust; operation and management; and doing all things reasonably incident to the development, operation, management, sale or leasing of all or any part of the Property.

4.4. The Partnership may engage in any other business or make any other transaction which the General Partner, in its sole discretion, shall deem to be reasonably related to the furtherance of the foregoing business and purposes of the Partnership as a whole.

5. Filing of Initial Certificate. The general partner shall (a) promptly prepare an Initial Certificate of Limited Partnership (the "Certificate") to be filed with the State Department of Assessments and Taxation of Maryland (the "Department"), and such other place or places as may be required by law; (b) file the Certificate with the Department; and (c) do all other things requisite for the due formation of the Partnership as a limited partnership pursuant to the laws of the State of Maryland.

6. Term. The Partnership shall be formed at the time of the filing of the Certificate with the Department. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until the close of the business.

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7. Partners; Partnership Interests; Contribution

7.1. Names and Addresses of Partners: names and home or business address of each partner and the type and class, if any, of partnership interest, original contribution and percentage of partnership interest of each of the partners are set forth on the signature page hereof:

7.2. Capital Contributions The original contribution of each partner set forth on the signature page hereof shall be contributed and paid in cash to the Partnership upon execution of this Agreement by each respective partner.

Parties agree that no specific time shall be set forth for the return of the capital contributions of the Partners.

7.3. An individual capital account shall be maintained for each partner. The capital account of each partner shall consist of his original contribution, increased by (a) additional contributions made by him, and (b) his share of Partnership net profits, and decreased by (i) distributions of such net profits and capital to it, and (ii) their share of Partnership losses. Anything contained in this Agreement to the contrary notwithstanding, the capital accounts shall be maintained in accordance with regulations promulgated under Section 704 of the Internal Revenue Code of 1986, as amended.

7.4. Except as set forth in this Agreement no partner shall be entitled to receive any distributions from the Partnership on not less than six months' prior written notice to the general partner at their address on the books of the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under this Agreement, prorated to the date of withdrawal, but only if, as and when such distribution shall be made by the Partnership to the nonwithdrawing partner; a withdrawing partner shall not be entitled to receive from the Partnership the fair value of his partnership interest in the Partnership as of the date of withdraw. Prior to the dissolution and winding up of the Partnership, no partner shall be entitled to receive distributions which constitute a return of any part of that partner's contribution to the Partnership or in respect of his partnership interest. Except to the extent otherwise required by the MRULPA, no partner shall be required to reimburse the Partnership or any partners for distributions made to him in excess of the amount of his contribution or for any negative balance in his capital account. No limited partner shall have any right to demand and receive property (other than cash) of the Partnership in return of his contributions.

7.5. Except to the extent otherwise required by the MRULPA, no limited partner shall be required to make any contribution to the Partnership in excess of his original contribution.

## 8. Allocations of Profits and Losses

8.1. For purposes of this Agreement and until determined otherwise by the general partner, in its sole discretion, the term fiscal year shall mean the calendar year (the "Fiscal Year").

8.2. The profits and losses of the Partnership shall be determined for each Fiscal Year of the Partnership in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. For purposes of Sections 702 and 704 of the Internal Revenue Code of 1986, or the corresponding sections of any future internal revenue law, or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each partner's distributive share of all Partnership items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the partners' respective percentages of partnership interest.

8.3. The profits of the Partnership shall be shared among the partners and the losses of the Partnership shall be borne by the partners in proportion to each partner's respective percentage of partnership interest.

## 9. Distributions.

9.1. For purposes of this Agreement:

9.1.1. "Net Cash Flow" shall mean:

9.1.1.1. Taxable income for federal income tax purposes as shown on the books of the Partnership, including dividends, capital gains, involuntary conversions, and gains or losses from Section 1231 property, as defined in the Internal Revenue Code of 1986, and any charitable contributions, increased by (a) the amount of the depreciation deductions taken in computing such taxable income, and (b) any non-taxable income received by the Partnership (not including proceeds of any loans), and reduced by (i) payments upon the principal of any indebtedness, secured or unsecured, of the Partnership, (ii) expenditures for capital improvements, additions or replacements (except to the extent financed through any Partnership indebtedness, secured or unsecured), and (iii) any cash outlays which are used in computing the Partnership's federal taxable income, such as reserves for said improvements, additions or replacements, and such reserves for repairs and reserves to meet anticipated expenses as the general partner shall deem to be reasonable necessary; plus

9.1.1.2. Any other funds deemed by the



general partner to be available for distribution.

9.2. The Net Cash Flow of the Partnership shall be distributed at least annually among the partners in proportion to each partner's respective percentage of partnership interest.

9.3. The net proceeds from the sale of all or any portion of the Property or any excess funds resulting from the placement or refinancing of any mortgage on the Property or the encumbrancing of the Property in any other manner shall be distributed to the partners in proportion to each partner's respective percentage of partnership interest.

10. Rights and Powers of General Partner; Management of Partnership Business.

10.1. The general partner shall have sole and complete control of the management and operation of the affairs and business of the Partnership and shall operate the Partnership for the benefit of all of the partners. The general partner shall not have the right to withdraw as general partner from the Partnership and any withdrawal by a general partner shall be in breach and violation of this Agreement.

10.2. The general partner (acting for and on behalf and at the expense of the Partnership), in extension and not in limitation of the rights and powers given by law or by the other provisions of this Agreement, shall, in its sole discretion, have the full and entire right, power and authority in the management of the business and affairs of the Partnership:

10.2.1. To purchase, acquire, own, lease, manage and operate, either directly or indirectly, improved or unimproved real estate of any kind (or any interest or interests therein), and to carry on any and all activities related thereto; and to invest and reinvest any funds or monies of the Partnership in such property, real, personal, or mixed, as may be consistent with the purposes of the Partnership set forth in Section 4 hereof.

10.2.2. Subject to the provisions of Section 12 C hereof, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance, lease for any term (including a term extending beyond the term of this Partnership), pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the Partnership property, whether realty or personalty, upon such terms and conditions as the general partners, in their sole discretion, may deem to be in the best interests of the Partnership, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments.

10.2.3. To cause the Partnership to

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participate in any capacity (whether as stockholder, bondholder, creditor, partner, venturer, member, fiduciary, beneficiary or otherwise) in any business or organization or enterprise, whether incorporated or unincorporated, and in any manner or form whatsoever.

10.2.4. To employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the Partnership business, including persons related to or affiliated with the general partner, and, in each such instance, to pay them reasonable compensation therefor.

10.2.5. To commence or defend litigation with respect to the Partnership or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the Partnership and to insure its assets and undertakings and the general partners against any and all risks.

10.2.6. To make loans and extend credit to the Partnership; to borrow money from any partner, bank, lending institution, and other lender for any Partnership purpose, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and encumber the assets of the Partnership to secure repayment of borrowed sums; and no partner, bank, lending institution or other lender to which application is made for a loan by the general partner shall be required to inquire as to the purposes for which such loan is sought, and as between this Partnership and such partner, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement; to obtain replacement or refinancing of any indebtedness or security therefor with respect to any Partnership property, or to repay the same in whole or in part and whether or not a prepayment penalty may be incurred; to increase, modify, consolidate or extend any mortgage or deed of trust placed upon any Partnership property; provided, however, that the interest rate on a loan or loans made by a partner to the Partnership shall not exceed by more than the prime rate of interest.

10.2.7. To improve, develop, operate and manage real estate; to construct, alter, demolish or repair buildings, structures, or other improvements on real estate; to settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights or privileges with respect to real estate; and to partition and to join with co-owners and others in dealing with real estate in any way.

10.2.8. For purposes of any distributions in kind of property of the Partnership among the partners or for other purposes, to appraise (or have appraised) and evaluate the property to be thus distributed; and such appraisals and valuations shall be made by such person or persons as selected or engaged by the general partner in his sole discretion, and 1735



shall be binding on all partners and any other persons interested in the Partnership and the property of the Partnership.

10.2.9. To make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit, and as to all other relevant matters, as the general partner, in its sole discretion, deem necessary or desirable.

10.2.10. To make investments in government, obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the Partnership's funds, or to provide a source from which to meet contingencies; provided, however, that no such investments shall be made that would cause the Partnership to be deemed an investment company under the Federal Investment Company Act of 1940.

10.2.11. To do all such acts and things and engage in all such proceedings, and to execute, acknowledge, seal and deliver all documents or instruments, although not specifically mentioned herein, as the general partner, in its discretion, may deem necessary or desirable to conduct the business of the Partnership and to carry out the purposes of the Partnership and, in general, to carry on and do all things necessary to conduct the affairs to the partnership with all the powers that an individual may have in dealing with his own affairs.

10.3. All powers of the general partner hereunder may be exercised by it and any or all of such powers may be assigned or delegated by the General Partner to any other person, except the limited partner, including persons and entities related to or affiliated with the general partner.

10.4. In addition to the specific rights and powers herein granted to the general partner, the general partner shall possess and may enjoy and exercise all of the rights and powers of general partners as provided in the MRUPLA.

10.5. The general partner, or its delegate, as the case may be, shall devote such of its time to the business of the Partnership as it may, in its sole discretion, deem to be necessary to conduct said business. Any of the partners, or any stockholder, officer, director, employee or other person holding a legal or beneficial interest in any entity which is a partner, may engage in or possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the Partnership, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the Partnership nor the partners shall have any right by virtue of this Agreement in

and to such independent ventures or to the income or profits derived therefrom.

10.6. The general partner, on behalf of the Partnership, may contract with any person related to or affiliated with the general partner, and the general partner and such person related to or affiliated with the general partner (including any of the directors, officers or employees of such person) their designees and nominees, shall not be liable to the Partnership or to any of the partners for damages, losses, liability or expenses of any nature whatsoever resulting from errors in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

11. Legal Title to Partnership Property. Legal title to all or any portion of the property of the Partnership shall be held in the name of "SLATE RIDGE, INC. LIMITED PARTNERSHIP", or in such other manner as the general partner, in its sole discretion, shall determine to be in the best interest of the Partnership. Without limiting the foregoing grant of authority, the general partner may arrange to have title taken and held in its own name or in the names of trustees, nominees or straw parties for the Partnership. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the Partnership is solely for the convenience of the Partnership, and that all such property shall be treated as Partnership property subject to the terms of this Agreement.

#### 12. Status of Limited Partners.

12.1. No limited partner, in addition to the exercise of his rights and powers as a limited partner, shall take part in the control of the business of the Partnership.

12.2. The limited partners shall have no voting rights, except those pertaining to the dissolution and winding-up of the Partnership, as set forth in Section 15; the sale of all or substantially all of the assets of the Partnership, as set forth in this Section 12; and approving an amendment to this Agreement, as set forth in this Section 12.

12.3. The general partner shall have the authority to amend this Agreement Provided that any such amendment shall have received the consent of the limited partners. A sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Partnership shall require consent of all partners.

12.4. Meetings of the Partnership for any purpose shall be held at the call of the general partner. All such meetings shall be held at a place designated by the general partner, and written notice of such location and of the date and time of the meeting shall be given to the general partner to each limited partner at least 10 days prior to such date. 09 1997

13. Assignability of Partnership Interests.

13.1. Except as otherwise provided in this Section 13, the general partner shall not have the right to withdraw from the Partnership or to assign all of its partnership interest in the Partnership. Any part but not all of the partnership interest of the general partner, as general partner, shall be assignable to a spouse, ancestor, descendant, brother or sister of a general partner or to a testamentary or inter vivos trust of which the beneficiaries are one or more of a group consisting of the spouse, ancestor, descendant, brother or sister of the general partner, provided that such assignment does not terminate the Partnership for federal income tax purposes; and the assignee thereof shall be a limited partner entitled to all the rights and powers and shall be a limited partner entitled to all the rights and powers and shall be subject to all the restrictions and liabilities of a limited partner under this Agreement and the MRULPA.

13.2. Subject to the further provisions hereof and to the consent of the general partner, the partnership interest of the limited partners shall be assignable, provided such assignment does not terminate the Partnership for federal income tax purposes. If the assigning limited partner so provides in the instrument of assignment, the assignee shall become a limited partner of the Partnership, provided that the assignee pays a fee not to exceed One Thousand Dollars (\$1,000.00) to the Partnership to cover the costs and expenses of preparing, executing and filing of a Certificate of Amendment with the Department.

13.3. The partnership interest owned by an assignee who has not become a limited partner in accordance with the provisions of this Section 13 shall be assignable to the same extent as if such assignee had become a limited partner, but any such assignment shall be subject to all the provisions of this Section 13.

13.4. In the event of an assignment pursuant to this Section 13, the Partnership shall continue with respect to the remaining partners, appropriate adjustments shall be made to their capital accounts and partnership interests to reflect the assignment of the partnership interest of the assignor partner, and an election may be made by the general partner, in its sole discretion, to adjust the basis of Partnership assets in accordance with Section 754 of the Internal Revenue Code of 1986, and the similar provisions of the tax law of any state or other jurisdiction.

13.5. Anything contained in this Agreement to the contrary notwithstanding, the limited partners hereby warrant and represents to the Partnership and to the general partner, jointly and severally, that the partnership interest acquired by it is being acquired by it for its own account, for investment only, and not with a view to, the offer for sale or the sale in

connections with, the distribution or transfer thereof. The limited partners further warrants and represents to the Partnership and to the general partner jointly and severally, that it is not participating, directly or indirectly, in a distribution or transfer of such partnership interest, nor is it participating, directly or indirectly, in the underwriting of any such distribution or transfer of such partnership interest. The limited partners further warrants and represents to the Partnership and to the general partner, jointly and severally, that he will not act in any way that would constitute him to be an underwriter, within the meaning of the Securities Act of 1933 (the "Act"), of such partnership interest.

Each of the partners hereby agrees that its partnership interest and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend in substantially the form set forth at the top of the first page of this Agreement. Such partnership interest shall not be transferable except upon the conditions specified in this Section 13 E. Each of the limited partners realizes and agrees that, by becoming a limited partner in the Partnership pursuant to the terms of this Agreement and the aforesaid legend, prior to any permitted transfer of a partnership interest it shall give written notice to the general partner expressing its desire to effect such transfer and describing the proposed transfer. Upon receiving such notice, the general partner shall present copies thereof to counsel for the Partnership and the following provisions shall apply:

(a) If in the opinion of such counsel the proposed transfer of such partnership interest may be effected without registration thereof under the Act, as then in force, or any similar statute then in force, and applicable state securities law, the general partners shall promptly thereafter notify the holder of such partnership interest, whereupon such holder shall be entitled to transfer such partnership interest all in accordance with the terms of the notice delivered by such holder to the general partner, this Agreement and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and applicable state securities law.

(b) If in the opinion of such counsel the proposed transfer of such partnership interest may not be effected without registration of such partnership interest under the Act and applicable state securities law, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer, and such transfer shall not be made unless such registration is then in effect.

The limited partners realizes that its partnership interest is not and will not be registered under the Act or under the Maryland Securities Act (the "State Act") and that the Partnership does not file periodic reports with the Securities Exchange Act of 1934. The limited partners also understands

that the Partnership has not agreed to register its partnership interest for distribution in accordance with the provisions of the Act or the State Act, and that the Partnership has not agreed to comply with any exemption under the Act or State Act for the sale hereafter of such securities. Hence, it is the understanding of the limited partners that by virtue of the provisions of certain rules respecting "restricted securities" promulgated under the Act, its partnership interest must be held by it indefinitely unless and until subsequently registered under the Act and applicable state securities law, unless an exemption from such registration is available, in which case such limited partner may still be limited as to the amount of his partnership interest that he may sell.

14. General Partner Ceasing to Be Such. The Partnership shall not be dissolved and the affairs of the Partnership shall not be wound up upon the general partner ceasing to be general partner upon the happening of any of the events set forth in Section 10-402 of the MRULPA; so long as there shall be at least one general partner of the Partnership remaining, the business of the Partnership shall be continued under this express right to do so.

15. Dissolution of the Partnership.

15.1. The Partnership shall be dissolved and its affairs shall be wound up upon the first to occur of any of the following events:

15.1.1. The consent of the partners, whose respective percentages of partnership interest exceed 70% in the aggregate of the total 100% of the partnership interests of the Partnership.

15.1.2. The sale of all or substantially all of the Partnership assets.

15.1.3. The expiration of the term of the Partnership.

15.1.4. The unanimous consent of the general partners.

15.1.5. All the general partners cease to be such.

15.1.6. The entry of a decree of judicial dissolution under Section 10-802 of the MRULPA.

15.2. Upon a dissolution of the Partnership the assets shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefor, shall be applied and distributed in order of priority as follows:

15.2.1. First, to creditors, including partners who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Partnership other than liabilities for distributions to partners under this Agreement.

15.2.2. Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

15.2.3. Third, to the creation of any reserves which may be deemed reasonably necessary by the general partners for contingent liabilities of the Partnership (which reserves shall be held in escrow or in trust).

15.2.4. Fourth, to partners and former partners in satisfaction of liabilities for distributions under this Agreement.

15.2.5. The balance remaining, if any, to partners first for the return of their contributions and second respecting their partnership interests in the proportion to each partner's respective percentage of partnership interest.

15.3. Upon the dissolution and the commencement of the winding up of the Partnership, the general partners shall execute and cause to be filed with the Department a Certificate of Cancellation of the Partnership.

15.4. The general partner shall not be personally liable for the return or repayment of all or any portion of the contributions of any partner; any such return or repayment shall be made solely from Partnership assets.

#### 16. Bank Accounts.

The funds of the Partnership shall be deposited in such bank account or accounts as the general partners shall deem appropriate, in their sole discretion, and the general partner shall arrange for the appropriate conduct of such accounts.

#### 17. Books of Account; Accounting Year; Audits; Reports to Limited Partners.

17.1. The partnership books shall be kept on the cash receipts and disbursements method or on accrual method as the general partner, in its sole discretion, may determine.

17.2. A compilation or review shall be made as of the end of each Partnership Fiscal Year by such independent certified public accountants as the general partner, in its sole discretion, may, from time to time, designate.

15.3. The general partner shall, within 90 days after the close of the Partnerships Fiscal Year, mail to the limited partners an annual report containing compiled or reviewed financial information of the business of the



Partnership for such accounting year and shall, at the same time, furnish each partner of the Partnership with all of the information, which is relevant to such partner for federal income tax purposes. The annual report may contain such other information as the general partner, in its sole discretion, may determine. The general partner may send to the limited partners such quarterly, semi-annual and other reports or other information as the general partner, in its sole discretion, may designate.

#### 18. Indemnification.

Except in the case of action, other personal contracts between the parties, or failure to act by a general partner that constitutes willful misconduct or recklessness, the Partnership shall indemnify and hold harmless the general partners from and against any and all claims and demands whatsoever arising out of or in connections with the Partnership or the status of the general partners as general partners of the Partnership. Such indemnification shall be made solely from the assets of the Partnership. For the purposes of this Section 18, a general partner shall be deemed to be a director within the meaning of Section 2-418; the Partnership shall be deemed to be a corporation within the meaning of Section 2-418; and the general partners shall be deemed to be the board of directors within the meaning of Section 2-418.

#### 19. Miscellaneous Provisions.

19.1. Unless otherwise provided in this Agreement, no partner shall be liable to any other partner or to the Partnership for any good-faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

19.2. Nothing herein contained shall be construed to constitute any partner hereof the agent of any other partner or to limit in any manner the partners in the carrying on their own respective business or activities.

19.3. All notices or other communications provided for herein shall be given by first class certified or registered U. S. Mail, return receipt requested, all required postage prepaid, if to a Partner, to the address of the Partner set forth on the signature pages to this Agreement, unless notice of a change of address is given to the Partnership as set forth in Section 3 hereto, or as later changed. Time periods shall commence on the date of mailing of a notice or any other communication. Any notice which is required to be given within a stated period of time shall be considered timely if postmarked before midnight of the last day of such period. All notices or other communications shall be deemed received when given, as aforesaid.

19.4. The limited partners hereby make, constitute, and appoint the general partner, with full power of

substitution, its true and lawful attorney, for it and its name, place and stead and for its use and benefit to sign, seal and file with the Department the Initial Certificate of Limited Partnership of the Partnership admitting him as a limited partner to this Partnership in accordance with the laws of the State of Maryland or the laws of any other state in which such a certificate is required to be filed.

19.5. The power of attorney granted hereunder to the general partner is a special power of appointment coupled with an interest, is irrevocable, and shall (to the extent permitted by applicable law) survive the disability of the limited partners.

19.6. The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice-versa), wherever appropriate. The headings herein are inserted only as a matter of convenience, and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

19.7. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, warranties and representations among the parties hereto with respect to the Partnership, the business of the Partnership and the property of the Partnership, and there are no covenants, promises, agreements, warranties or representations, oral or written, express or implied, among them other than as set forth herein.

19.8. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event that provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

## 20. Governing Law.

It is the intention of the parties hereto that this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

## 21. Burden and Benefit.

This Agreement is binding upon and shall inure to the benefit of, the parties hereto and their respective heirs,

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CHASE & CHASE  
ATTORNEYS AT LAW  
BELL LANE, BALTIMORE  
M. D.  
JANUARY 19, 1964



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guardians, executors, administrators, personal and legal representatives, and successors and to the assigns of the parties hereto to the extent, but only to the extent, the same is provided for in accordance with, and permitted by, the provisions of this Agreement.

22. Counterparts Execution.

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

GENERAL PARTNER

KEENELAND LTD. I

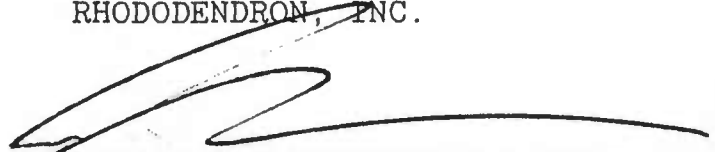


by: KELLY SMITH, President  
ADDRESS: 522 Rockspring Road  
Bel Air, Maryland 21014

INITIAL CONTRIBUTION: 0  
PERCENTAGE OF PARTNERSHIP INTEREST: 1%

LIMITED PARTNERS

RHODODENDRON, INC.



by: STEPHEN ROSENBAUM, President  
ADDRESS: 817 North Calvert Street  
Baltimore, Maryland 21202

INITIAL CONTRIBUTION: \$200,000.00  
PERCENTAGE OF PARTNERSHIP INTEREST: 25%


CHURCH HILL, INC.



by: KELLY SMITH, President  
ADDRESS: 522 Rockspring Road  
Bel Air, Maryland 21014


INITIAL CONTRIBUTION: 0  
PERCENTAGE OF PARTNERSHIP INTEREST: 10%

324 CORPORATION

  
by: ROBERT WALLIS, President  
ADDRESS: P.O. Box 324  
Bel Air, Maryland 21014

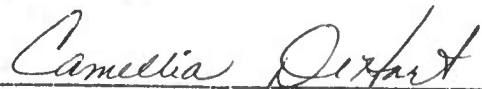
INITIAL CONTRIBUTION: 0  
PERCENTAGE OF PARTNERSHIP INTEREST: 10%

FMCOC, LTD

  
by: PAULA POTEET, President  
ADDRESS: 3714 Ady Road  
Street, Maryland 21154

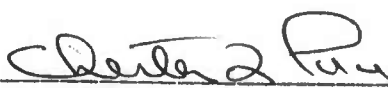
INITIAL CONTRIBUTION: 0  
PERCENTAGE OF PARTNERSHIP INTEREST: 10%

MOUNTAIN LAUREL, INC.

  
by: CAMELLIA DE HART, President  
ADDRESS: 4403 Flintville Road  
Whitford, Maryland 21160

INITIAL CONTRIBUTION: 0  
PERCENTAGE OF PARTNERSHIP INTEREST: 10%

PENMARDEL LAND COMPANY, INC.

  
by: CHESTER PRICE, President  
ADDRESS: 522 Rockspring Road  
Bel Air, Maryland 21014-308 1345

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INITIAL CONTRIBUTION: 0  
PERCENTAGE OF PARTNERSHIP INTEREST: 10%

MICHAEL MAGAN

by: Michael Magan  
ADDRESS: MICHAEL MAGAN  
14 Glen Alpine Road  
Phoenix, Maryland 21131

INITIAL CONTRIBUTION: \$25,000.00  
PERCENTAGE OF PARTNERSHIP INTEREST: 4%

BENFIELD, INC.

by: Roger Sherr  
ADDRESS: ROGER SHERR, President  
1001 Calvert Street  
Baltimore, Maryland 21202

INITIAL CONTRIBUTION: 0  
PERCENTAGE OF PARTNERSHIP INTEREST: 5%

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorLIBER 6 PAGE 218  
Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 058 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Not stock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

|    |       |                                    |
|----|-------|------------------------------------|
| 10 | _____ | Expedited Fee                      |
| 20 | _____ | Organ. & Capitalization            |
| 61 | _____ | Rec. Fee (Arts. of Inc.)           |
| 62 | _____ | Rec. Fee (Amendment)               |
| 63 | _____ | Rec. Fee (Merger or Consolidation) |
| 64 | _____ | Rec. Fee (Transfer)                |
| 65 | _____ | Rec. Fee (Dissolution)             |
| 66 | _____ | Rec. Fee (Revival)                 |
| 52 | _____ | Foreign Qualification              |
| 50 | _____ | Cert. of Qual. or Reg.             |
| 51 | _____ | Foreign Name Registration          |
| 13 | _____ | _____ Certified Copy _____         |
| 56 | _____ | Penalty                            |
| 54 | _____ | For. Supplemental Cert.            |
| 53 | _____ | Foreign Resolution                 |
| 73 | _____ | Certificate of Conveyance          |

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |           |  |
|-----|-----------|--|
| 75  | _____     | Special Fee                            |
| 80  | _____     | For. Limited Partnership               |
| 83  | <u>50</u> | Cert. Limited Partnership              |
| 84  | _____     | Amendment to Limited Partnership       |
| 85  | _____     | Termination of Limited Partnership     |
| 21  | _____     | Recordation Tax                        |
| 22  | _____     | State Transfer Tax                     |
| 23  | _____     | Local Transfer Tax                     |
| 31  | _____     | _____ Corp. Good Standing              |
| NA  | _____     | Foreign Corp. Registration             |
| 87  | _____     | _____ Limited Part. Good Standing      |
| 71  | _____     | Financial                              |
| 600 | _____     | _____ Personal                         |
|     | _____     | Property Reports and _____             |
|     | _____     | late filing penalties                  |
| 70  | _____     | Change of P.O., R.A. or R.A.A.         |
| 91  | _____     | Amend/Cancellation, For. Limited Part. |
|     | _____     | Other _____                            |
|     | _____     | Other _____                            |

TOTAL  
FEES 50

Check

Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPRO \_\_\_\_\_: WLS

3308 1347

Name Change  
(New Name) \_\_\_\_\_

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change _____   |

Code \_\_\_\_\_

ATTENTION: J. William ChaseMAIL TO ADDRESS: Chase & Chase  
1190 N. Northern Parkway  
Suite 124  
Baltimore, Md. 21210

LIBER 6 PAGE 219

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SLATE RIDGE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND FEBRUARY 12, 1991 AT 8:38 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$

\$ 50.00

\$

M3163532

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
CHASE & CHASE  
ATTN: I. WILLIAM CHASE  
1190 W. NORTHERN PARKWAY STE. 124  
BALTIMORE MD 21210

156C3041129



A 350094 *ecH*  
REC'D & RECORDED  
NO 6 FOLIO 200

RECORDED IN THE RECORDS OF THE MAY 20 AM 11:23

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND IN HARFORD CO.  
CLERK CHARLES G. HIOB. III  
FOLIO 3308 1328



AMENDED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PORTER LIMITED PARTNERSHIP I

LIMITED FOR RECORD

2-20-91 at 9/20

THIS AMENDED CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 13TH day of February, 1991, by James N. Porter as the General Partner.

EXPLANATORY STATEMENT

Porter Limited Partnership 1 was formed on March 19, 1980 under and pursuant to provisions of the Maryland Uniform Partnership Act with Certificate filed among the Partnership records of the Circuit Court for Baltimore County, Maryland, in Liber 13, Folio 473 (the "Partnership") and the Partnership does pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), certify to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership is "Porter Limited Partnership I".
2. The purposes for which the Partnership is formed are as follows: (a) To participate in ownership, subleasing and development of real property in Baltimore County, Maryland containing 6.177 acres of land on the west side of Falls Road and Lake Avenue known as the Lake Falls Shopping Center; and (b) to do any and all things necessary, convenient or incidental to the foregoing.
3. The address of the principal office of the Partnership is c/o James N. Porter, General Partner, 2411 Chatau Court, Fallston, MD 21047. The name and address of the resident agent of the Partnership is R. David Adelberg, Esquire, 105 West Chesapeake Avenue, Suite 410, Towson, MD 21204.
4. The name and business address of the General Partner is: James N. Porter, 2411 Chatau Court, Fallston, MD 21047.
5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement"), which may be amended from time to time by the partners of the Partnership.
6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be March 19, 2020.

IN WITNESS WHEREOF, the General Partner acknowledges that this Amended Certificate of Limited Partnership is his act and further acknowledges, under penalties of perjury, to the best of his knowledge, information and belief, that the matters and facts set forth herein are true in all material respects and that he has executed this Amended Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

Barbara C. Daniel

C:\wp51\corporate\porter1.cer

James N. Porter (SEAL) 37  
JAMES N. PORTER, GENERAL PARTNER

3310 2072

# STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor  
LLOYD W. JONES  
Director  
PAUL B. ANDERSON  
Administrator



LIBER 6 PAGE 221  
Department of Assessments and Taxation  
CHARTER DIVISION  
Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE 05 <sup>MA</sup> BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

| CODE | AMOUNT     | FEE REMITTED                           |                                     |
|------|------------|--|-------------------------------------|
| 10   | _____      | Expedited Fee                          | <u>Name Change</u>                  |
| 20   | _____      | Organ. & Capitalization                | (New Name) _____                    |
| 61   | _____      | Rec. Fee (Arts. of Inc.)               | _____                               |
| 62   | _____      | Rec. Fee (Amendment)                   | _____                               |
| 63   | _____      | Rec. Fee (Merger or Consolidation)     | _____                               |
| 64   | _____      | Rec. Fee (Transfer)                    | _____ Change of Name                |
| 65   | _____      | Rec. Fee (Dissolution)                 | _____ Change of Principal Office    |
| 66   | _____      | Rec. Fee (Revival)                     | _____ Change of Resident Agent      |
| 52   | _____      | Foreign Qualification                  | _____ Change of Resident Agent      |
| 50   | _____      | Cert. of Qual. or Reg.                 | _____ Address                       |
| 51   | _____      | Foreign Name Registration              | _____ Resignation of Resident Agent |
| 13   | _____      | Certified Copy _____                   | _____ Designation of Resident Agent |
| 56   | <u>200</u> | Penalty                                | _____ and Resident Agent's Address  |
| 54   | _____      | For. Supplemental Cert.                | _____ Other Change _____            |
| 53   | _____      | Foreign Resolution                     | _____                               |
| 73   | _____      | Certificate of Conveyance              | _____                               |
| 76   | _____      | Certificate of Merger/Transfer         | _____                               |
| 75   | _____      | Special Fee                            | Code _____                          |
| 80   | _____      | For. Limited Partnership               | ATTENTION: _____                    |
| 83   | <u>50</u>  | Cert. Limited Partnership              | _____                               |
| 84   | _____      | Amendment to Limited Partnership       | _____                               |
| 85   | _____      | Termination of Limited Partnership     | _____                               |
| 21   | _____      | Recordation Tax                        | MAIL TO ADDRESS: _____              |
| 22   | _____      | State Transfer Tax                     | <u>R David Adelberg</u>             |
| 23   | _____      | Local Transfer Tax                     | <u>#410</u>                         |
| 31   | _____      | _____ Corp. Good Standing              | <u>105 W. Chesapeake Ave</u>        |
| NA   | _____      | Foreign Corp. Registration             | <u>Towson Md 21204</u>              |
| 87   | _____      | _____ Limited Part. Good Standing      | _____                               |
| 71   | _____      | Financial                              | _____                               |
| 600  | _____      | _____ Personal                         | _____                               |
|      | _____      | Property Reports and _____             | _____                               |
|      | _____      | late filing penalties                  | _____                               |
| 70   | _____      | Change of P.O., R.A. or R.A.A.         | _____                               |
| 91   | _____      | Amend/Cancellation, For. Limited Part. | _____                               |
|      | _____      | Other _____                            | _____                               |
|      | _____      | Other _____                            | _____                               |

TOTAL FEES 250

☒ Check ☐ Cash

Documents on \_\_\_\_\_ checks

APPROVED BY: AS

NOTE: existing lp  
Not on file yet  
Start a file

LIBER 6 PAGE 222

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PORTER LIMITED PARTNERSHIP I

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND FEBRUARY 20, 1991 AT 9:12 O'CLOCK A. M. AS IN CONFORMITY

WITH LAW AND ORDERED RECORDED (PRIOR TO 7-1-82)

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$

M3168796

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
R. DAVID ADELBERG, ESQUIRE  
105 W. CHESAPEAKE AVE., STE. 410  
TOWSON MD 21204

163C3041933



A 350976  
REC'D & RECORDED  
NO. 6 FOLIO 220

1991 MAY 20 AM 11:24

RECORDED IN THE RECORDS OF THE  
STATE DEPARTMENT OF ASSESSMENTS  
HARFORD CO. 3310 2071  
CHARLES G. HIOB. III  
CLERK  
AND TAXATION OF MARYLAND IN LIBER, FOLIO.



STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

LIBER

6 PAGE 223

3-12-91 at 11:19 a.m.

*AUS*

PRIME EQUITIES LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

RECEIVED  
91 MAR 12 AM 11:19  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

THE UNDERSIGNED, PRIME EQUITIES, INC., a Maryland Corporation, being the sole General Partner of Prime Equities Limited Partnership, a Limited Partnership formed pursuant to the Maryland Revised Uniform Limited Partnership Act (the "Act"), hereby certifies that:

(1) The name of the Partnership is: PRIME EQUITIES LIMITED PARTNERSHIP. ✓

(2) The purposes for which the Partnership is formed are to acquire, own, invest in, encumber, develop, hold for investment, sell, lease, rent, dispose of and otherwise deal with real property and all things necessary, convenient or incidental to the achievement of the foregoing.

(3) The principal office of the Partnership is 227 Gateway Drive, Suite 1A, Bel Air, Maryland 21014, and the name and address of the resident agent in this State is Robert W. McGee, 227 Gateway Drive, Suite 1A, Bel Air, Maryland 21014.

(4) The name and business address of the General Partner are McGee Keystone, Inc., 227 Gateway Drive, Suite 1A, Bel Air, Maryland 21014.

(5) The term of the Partnership shall commence upon the filing of this certificate with the State Department of Assessments and Taxation of Maryland and the latest date upon which the Partnership is to dissolve is December 31, 2020.

10718264 1473

IN WITNESS WHEREOF, the General Partner has executed this Certificate of Limited Partnership under the penalties of perjury this 17<sup>th</sup> day of December, 1990.

ATTEST:

✓ PRIME EQUITIES, INC., GENERAL PARTNER

*Donna K. [Signature]*

Secretary

By: ✓ *[Signature]*

(SEAL)

President

2385

3315 1474

# STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



LIBER 6 PAGE 225

Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Not stock

Merging  
(Transferor) \_\_\_\_\_

Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

10 \_\_\_\_\_ Expedited Fee  
20 \_\_\_\_\_ Organ. & Capitalization  
61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
62 \_\_\_\_\_ Rec. Fee (Amendment)  
63 \_\_\_\_\_ Rec. Fee (Merger or Consolidation)  
64 \_\_\_\_\_ Rec. Fee (Transfer)  
65 \_\_\_\_\_ Rec. Fee (Dissolution)  
66 \_\_\_\_\_ Rec. Fee (Revival)  
52 \_\_\_\_\_ Foreign Qualification  
50 \_\_\_\_\_ Cert. of Qual. or Reg.  
51 \_\_\_\_\_ Foreign Name Registration  
13 \_\_\_\_\_ Certified Copy  
56 \_\_\_\_\_ Penalty  
54 \_\_\_\_\_ For. Supplemental Cert.  
53 \_\_\_\_\_ Foreign Resolution  
73 \_\_\_\_\_ Certificate of Conveyance

Name Change  
(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

75 \_\_\_\_\_ Special Fee  
80 \_\_\_\_\_ For. Limited Partnership  
83 50 \_\_\_\_\_ Cert. Limited Partnership  
84 \_\_\_\_\_ Amendment to Limited Partnership  
85 \_\_\_\_\_ Termination of Limited Partnership  
21 \_\_\_\_\_ Recordation Tax  
22 \_\_\_\_\_ State Transfer Tax  
23 \_\_\_\_\_ Local Transfer Tax  
31 \_\_\_\_\_ Corp. Good Standing  
NA \_\_\_\_\_ Foreign Corp. Registration  
87 \_\_\_\_\_ Limited Part. Good Standing  
71 \_\_\_\_\_ Financial  
600 \_\_\_\_\_ Personal  
Property Reports and late filing penalties  
70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.  
91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.  
Other \_\_\_\_\_  
Other \_\_\_\_\_

Code \_\_\_\_\_

ATTENTION: Claire Hayes

MAIL TO ADDRESS: \_\_\_\_\_  
Rosenberg, Proutt, Funk  
& Greenberg  
Suite 2115  
25 S. Charles Street  
Baltimore, Md. 21201

TOTAL \$  
FEES 50.00

☒ Check ☐ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: JWS

3315 1475

LIBER 6 PAGE 226

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PRIME EQUITIES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND MARCH 12, 1991 AT 11:19 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$

\$ 50.00

\$

M3180353

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
CLAIRE HAYES  
ROSENBERG, PROUTT, FUNK, ETAL  
25 S. CHARLES STREET  
STE. 2115  
BALTIMORE

MD 21201

177C3041478

A 352921  
REC'D & RECORDED  
NO FOLIO

RECORDED IN THE RECORDS OF MAY 28 AM 9:06

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, FOLIO CHARLES G. HIOE 1472  
CLERK



LIBER 6 PAGE 227

APPROVED FOR RECORD

4-1-91 at 9:03 A.M.

MOONLIGHT MILE LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

WHEREAS, a limited partnership known as MOONLIGHT MILE LIMITED PARTNERSHIP (the "Partnership"), was formed on the date hereof under the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the undersigned, the sole general partner of the Partnership, does hereby certify as follows:

1. Name. The name of the partnership is hereby "MOONLIGHT MILE LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership shall be 318 East Jarrettsville Road, Forest Hill, Maryland 21050. The name and post office address of the Resident Agent of the Partnership are:

Avrum M. Kowalsky, Esquire  
Kowalsky & Hirschhorn, P.A.  
Suite 300  
101 South Main Street  
Bel Air, Maryland 21014

3. General Partner. The General Partner of the Limited Partnership is Moonlight Mile, Inc., a Maryland corporation, whose principal office is located at 318 East Jarrettsville Road, Forest Hill, Maryland 21050.

4. Term. The Partnership shall be dissolved and its affairs wound up upon the earlier of (a) the expiration of the term of the Partnership (December 31, 2010) or (b) the

10918012

7720 0802



happening of any event causing the dissolution of the Partnership under the Act or the Partnership's Agreement of Limited Partnership.

IN WITNESS WHEREOF the General Partner has caused this Certificate of Limited Partnership to be executed this 21<sup>st</sup> day of March, 1991.

GENERAL PARTNER:

MOONLIGHT MILE, INC.

By: Andrew I. Schalk (SEAL)  
Andrew I. Schalk  
President

STATE OF MARYLAND )  
CITY/COUNTY OF Baltimore )

SS:

On this 21<sup>st</sup> day of March, 1991, before me, the subscriber, a notary public, personally appeared ANDREW I. SCHALK, who acknowledged himself to be the President of Moonlight Mile, Inc., a Maryland corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained as the duly authorized President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lorraine Hatlaway  
NOTARY PUBLIC  
My Commission Expires: 2-1-93

LAW OFFICES OF  
KOWALSKY &  
HIRSCHHORN, P.A.  
COURTLAND SQUARE BUILDING  
SUITE 300  
101 SOUTH MAIN STREET  
BAL AIR, MARYLAND 21014

900E

900E/112090

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 05 PL BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|    |          |                                    |
|----|----------|------------------------------------|
| 10 | _____    | Expedited Fee                      |
| 20 | _____    | Organ. & Capitalization            |
| 61 | _____    | Rec. Fee (Arts. of Inc.)           |
| 62 | _____    | Rec. Fee (Amendment)               |
| 63 | _____    | Rec. Fee (Merger or Consolidation) |
| 64 | _____    | Rec. Fee (Transfer)                |
| 65 | _____    | Rec. Fee (Dissolution)             |
| 66 | _____    | Rec. Fee (Revival)                 |
| 52 | _____    | Foreign Qualification              |
| 50 | _____    | Cert. of Qual. or Reg.             |
| 51 | _____    | Foreign Name Registration          |
| 13 | <u>8</u> | <u>1</u> Certified Copy <u>2</u>   |
| 56 | _____    | Penalty                            |
| 54 | _____    | For. Supplemental Cert.            |
| 53 | _____    | Foreign Resolution                 |
| 73 | _____    | Certificate of Conveyance          |

Name Change  
(New Name) \_\_\_\_\_

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change _____   |

76 \_\_\_\_\_ Certificate of Merger/Transfer

Code \_\_\_\_\_

ATTENTION: Arum M. KowalskyMAIL TO ADDRESS: Kowalsky & Hirschhorn, P.A.  
Courtland Square Bldg  
Suite 800  
101 South Main Street  
Baltimore, Md. 21014

|     |           |  |
|-----|-----------|--|
| 75  | _____     | Special Fee                                      |
| 80  | _____     | For. Limited Partnership                         |
| 83  | <u>50</u> | Cert. Limited Partnership                        |
| 84  | _____     | Amendment to Limited Partnership                 |
| 85  | _____     | Termination of Limited Partnership               |
| 21  | _____     | Recordation Tax                                  |
| 22  | _____     | State Transfer Tax                               |
| 23  | _____     | Local Transfer Tax                               |
| 31  | _____     | _____ Corp. Good Standing                        |
| NA  | _____     | Foreign Corp. Registration                       |
| 87  | _____     | _____ Limited Part. Good Standing                |
| 71  | _____     | Financial  |
| 600 | _____     | _____ Personal                                   |
|     | _____     | Property Reports and _____ late filing penalties |
| 70  | _____     | Change of P.O., R.A. or R.A.A.                   |
| 91  | _____     | Amend/Cancellation, For. Limited Part.           |
|     | _____     | Other _____                                      |
|     | _____     | Other _____                                      |

TOTAL FEES 58☒ Check☐ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: 2125

3320 0904

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
MOONLIGHT MILE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND APRIL 1, 1991 AT 9:03 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3190519

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
KOWALSKY & HIRSCHHORN, P.A.  
ATTN: AVRUM M. KOWALSKY  
COURTLAND SQUARE BLDG.  
101 SOUTH MAIN ST., STE. 300  
BEL AIR MD 21014

188C3040301

A 354381

REC'D & RECORDED

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF 1991 JUN 28 AM 11:38

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO 3320 0801  
AND TAXATION OF MARYLAND IN LIBER, FOLIO.  
CHARLES G. HOBBS  
CLERK





LIBER 6 PAGE 231

APPROVED FOR RECORD

5-17-91 at 9:05 a.m.

L&W ASSOCIATES I LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

WHEREAS, a limited partnership known as L&W ASSOCIATES I LIMITED PARTNERSHIP (the "Partnership"), was formed on the date hereof under the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the undersigned, the sole general partner of the Partnership, does hereby certify as follows:

1. Name. The name of the partnership is hereby "L&W ASSOCIATES I LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership shall be 3411 Emmorton Road, P.O. Box 806, Abingdon, Maryland 21009. The name and post office address of the Resident Agent of the Partnership are:

Edward A. Hirschhorn, Esquire  
Kowalsky & Hirschhorn, P.A.  
Suite 300  
101 South Main Street  
Bel Air, Maryland 21014

3. General Partner. The General Partner of the Limited Partnership is L&W Associates I, Inc., whose principal office is located at 3411 Emmorton Road, P.O. Box 806, Abingdon, Maryland 21009.

4. Term. The Partnership shall be dissolved and its affairs wound up upon the earlier of (a) the expiration of the term of the Partnership (December 31, 2030) or (b) the happening of any event causing the dissolution of the Partnership under the Act or the Partnership's Agreement of Limited Partnership.

IN WITNESS WHEREOF the General Partner has caused this Certificate of Limited Partnership to be executed this 10th day of May, 1991.

GENERAL PARTNER:

L&W ASSOCIATES I, INC.

By:

Robert C. Ward  
President

(SEAL)

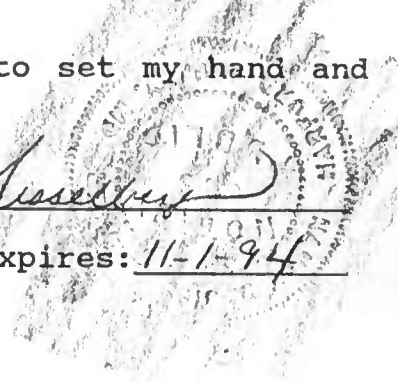
SO 6 A 11 MAY 1991

11378187 2545

STATE OF MARYLAND )  
 )  
COUNTY OF ) SS:

On this 14 day of May, <sup>1991</sup>~~1990~~, before me, the subscriber, a notary public, personally appeared ROBERT C. WARD, who acknowledged himself to be the President of L&W Associates I, Inc., a Maryland corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained as the duly authorized President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
*Nancy D. Sussler*  
NOTARY PUBLIC  
My Commission Expires: 11-1-94

1086E

LAW OFFICES OF  
KOWALSKY &  
HIRSCHHORN, P.A.  
COURTLAND SQUARE BUILDING  
SUITE 300  
101 SOUTH MAIN STREET  
BEL AIR, MARYLAND 21014

May 10, 1991

LIBER

6 PAGE 233

State Department of Assessments  
and Taxation  
301 West Preston Street  
Baltimore, Maryland 21201

Re: Certificate of Limited Partnership  
L&W Associates I Limited Partnership

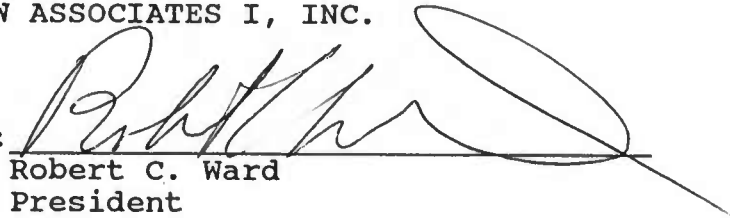
Gentlemen:

The undersigned, L&W Associates I, Inc., hereby consents to the use of the name L&W Associates I Limited Partnership by said entity. L&W Associates I, Inc. is the general partner of L&W Associates I Limited Partnership.

Sincerely,

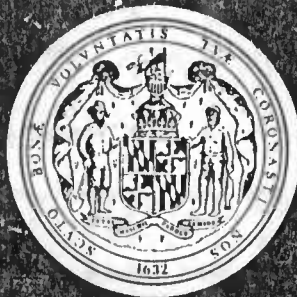
L&W ASSOCIATES I, INC.

By:

  
Robert C. Ward  
President

3331 2547

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
Administrator

LIBER

6 PAGE 234

Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

#

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT

FEE REMITTED

|    |   |                                    |
|----|---|------------------------------------|
| 10 |   | Expedited Fee                      |
| 20 |   | Organ. & Capitalization            |
| 61 |   | Rec. Fee (Arts. of Inc.)           |
| 62 |   | Rec. Fee (Amendment)               |
| 63 |   | Rec. Fee (Merger or Consolidation) |
| 64 |   | Rec. Fee (Transfer)                |
| 65 |   | Rec. Fee (Dissolution)             |
| 66 |   | Rec. Fee (Revival)                 |
| 52 |   | Foreign Qualification              |
| 50 |   | Cert. of Qual. or Reg.             |
| 51 |   | Foreign Name Registration          |
| 13 | 8 | 1 Certified Copy 2                 |
| 56 |   | Penalty                            |
| 54 |   | For. Supplemental Cert.            |
| 53 |   | Foreign Resolution                 |
| 73 |   | Certificate of Conveyance          |

Name Change  
(New Name)

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent Address

Resignation of Resident Agent

Designation of Resident Agent and Resident Agent's Address

Other Change

76 Certificate of Merger/Transfer

|     |    |                                    |
|-----|----|------------------------------------|
| 75  |    | Special Fee                        |
| 80  |    | For. Limited Partnership           |
| 83  | 50 | Cert. Limited Partnership          |
| 84  |    | Amendment to Limited Partnership   |
| 85  |    | Termination of Limited Partnership |
| 21  |    | Recordation Tax                    |
| 22  |    | State Transfer Tax                 |
| 23  |    | Local Transfer Tax                 |
| 31  |    | Corp. Good Standing                |
| NA  |    | Foreign Corp. Registration         |
| 87  |    | Limited Part. Good Standing        |
| 71  |    | Financial                          |
| 600 |    | Personal                           |

|    |  |  |
|----|--|--|
|    |  | Property Reports and late filing penalties |
| 70 |  | Change of P.O., R.A. or R.A.A.             |
| 91 |  | Amend/Cancellation, For. Limited Part.     |
|    |  | Other                                      |
|    |  | Other                                      |

TOTAL \$

FEES 58.00

Check

Cash

Documents on checks

APPROVED BY:

NOTE:

Copy made

3331 2549

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
L&W ASSOCIATES I LIMITED PARTNERSHIP

LIBER 6 PAGE 235

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND MAY 17, 1991 AT 9:05 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3219086

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
KOWALSKY & HIRSCHHOR, P.A.  
ATTN: EDWARD A. HIRSCHHORN  
101 SOUTH MAIN ST.  
SUITE 300  
BEL AIR

MD 21014

222C3041388



A 358638  
REC'D & RECORDED  
NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF JUNE 12 AM 11:05

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND IN LIBER, FOLIO.  
HARFORD CO.  
CHARLES G. HOBBS, III

3331 2544

LIBER 6 PAGE 236

CERTIFICATE OF LIMITED PARTNERSHIP  
APPROVED FOR RECORD  
6/17/91 at 9:00 .m.

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 8<sup>th</sup> day  
of December, 1989, by the undersigned parties.

WITNESSETH:

The undersigned, sole General Partner of Castlebar Limited Partnership, hereby certifies that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

A. "Certificate" - This Certificate of Limited Partnership.

B. "Partnership" - This Limited Partnership.

1. Partnership Name.

The name of the Partnership shall be "Castlebar Limited Partnership".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is 336 South Main Street, Bel Air, Maryland 21014. The name and address of the Resident Agent of the Partnership in this State are William P. Maloney, 336 South Main Street, Bel Air, Maryland 21014.

3. Names and addresses of General Partners. The name and the business residence, or mailing address of the sole General Partner is as follows:

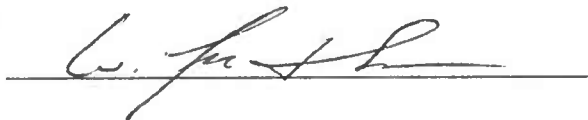
William P. Maloney  
336 South Main Street  
Bel Air, MD 21014

4. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2014.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 8<sup>th</sup> day of December, 1989.

WITNESS:

GENERAL PARTNER



  
William P. Maloney

11708293  
3340 0472



STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 8<sup>th</sup> day of December, 1989, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM P. MALONEY, known to be the person whose name is subscribed to the within instrument as General Partner of Castlebar Limited Partnership, and he acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such.

AS WITNESS my hand and Notarial Seal

  
Notary Public

My Commission expires:



# STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



LIBER 6 PAGE 238  
Department of Assessments and Taxation  
CHARTER DIVISION  
Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE 05-MA BUSINESS CODE \_\_\_\_\_ COUNTY 62  
# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

| CODE | AMOUNT    | FEE REMITTED                               |  |
|------|-----------|--|--|
| 10   | _____     | Expedited Fee                              | Name Change (New Name) _____                                     |
| 20   | _____     | Organ. & Capitalization                    |  |
| 61   | _____     | Rec. Fee (Arts. of Inc.)                   |  |
| 62   | _____     | Rec. Fee (Amendment)                       |  |
| 63   | _____     | Rec. Fee (Merger or Consolidation)         |  |
| 64   | _____     | Rec. Fee (Transfer)                        | _____ Change of Name   |
| 65   | _____     | Rec. Fee (Dissolution)                     | _____ Change of Principal Office                                 |
| 66   | _____     | Rec. Fee (Revival)                         | _____ Change of Resident Agent                                   |
| 52   | _____     | Foreign Qualification                      | _____ Change of Resident Agent Address                           |
| 50   | _____     | Cert. of Qual. or Reg.                     | _____ Resignation of Resident Agent                              |
| 51   | _____     | Foreign Name Registration                  | _____ Designation of Resident Agent and Resident Agent's Address |
| 13   | _____     | Certified Copy _____                       | _____ Other Change _____   |
| 56   | _____     | Penalty                                    |  |
| 54   | _____     | For. Supplemental Cert.                    |  |
| 53   | _____     | Foreign Resolution                         |  |
| 73   | _____     | Certificate of Conveyance                  |  |
| 76   | _____     | Certificate of Merger/Transfer             |  |
| 75   | _____     | Special Fee                                | Code _____   |
| 80   | _____     | For. Limited Partnership                   |  |
| 83   | <u>50</u> | Cert. Limited Partnership                  | ATTENTION: <u>W. Lee Thomas</u>                                  |
| 84   | _____     | Amendment to Limited Partnership           |  |
| 85   | _____     | Termination of Limited Partnership         |  |
| 21   | _____     | Recordation Tax                            |  |
| 22   | _____     | State Transfer Tax                         |  |
| 23   | _____     | Local Transfer Tax                         |  |
| 31   | _____     | Corp. Good Standing                        |  |
| NA   | _____     | Foreign Corp. Registration                 | MAIL TO ADDRESS: _____   |
| 87   | _____     | Limited Part. Good Standing                | <u>Thomas, Ronald &amp;</u>                                      |
| 71   | _____     | Financial                                  | <u>Cooper, P.A.</u>  |
| 600  | _____     | _____ Personal                             | <u>Suite 314</u>   |
|      | _____     | Property Reports and late filing penalties | <u>409 Washington Avenue</u>                                     |
| 70   | _____     | Change of P.O., R.A. or R.A.A.             | <u>Truon, Md. 21204</u>  |
| 91   | _____     | Amend/Cancellation, For. Limited Part.     |  |
|      | _____     | Other _____                                |  |
|      | _____     | Other _____                                |  |

TOTAL FEES 50

☒ Check \_\_\_\_\_ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: WLS

3340 0474



LIBER 6 PAGE 239

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CASTLEBAR LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND JUNE 17, 1991 AT 9:00 O'CLOCK A. M. AS IN CONFORMITY

WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M3240025

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
THOMAS, RONALD & COOPER, P.A.  
ATTN: W. LEE THOMAS  
409 WASHINGTON AVENUE, SUITE 314  
TOWSON MD 21204

246C3040594

A 361290

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

1991 AUG -1 PH 1:35

STATE DEPARTMENT OF ASSESSMENTS

HARFORD CO.  
CHARLES G. HIOB. III  
CLERK

AND TAXATION OF MARYLAND IN LIBER, FOLIO.



3340 0471

STREAMSIDE LIMITED PARTNERSHIP  
CERTIFICATE OF AMENDMENT AND RESTATEMENT  
OF LIMITED PARTNERSHIP

LIBER

6 PAGE 240

STREAMSIDE LIMITED PARTNERSHIP, a Maryland limited partnership having its principal office in Harford County, Maryland (the "Partnership") certifies:

1. Name. The name of the Partnership is "STREAMSIDE LIMITED PARTNERSHIP."

2. Principal Office and Resident. The address of the principal office of the Partnership is 1349 Macton Road Street, Maryland 21154. The name and address of the resident agent of the Partnership is Virgil A. Bandy, 1349 Macton <sup>Road</sup> Street, Maryland 21154.

3. General Partner. The name and the business address of the General Partner of the Partnership are as follows:

Godwin Corporation  
1349 Macton Road  
Street, Maryland 21154

4. Partnership Affairs. The affairs of the Partnership shall be governed by the Limited Partnership Agreement which may be amended from time to time as provided therein.

5. Dissolution. The latest date upon which the Partnership is to dissolve is 12/31/2041.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate of Amendment and Restatement of Limited Partnership on this 31<sup>st</sup> day of May, 1991.

ATTEST:

GENERAL PARTNER:

GODWIN CORPORATION

By:

Virgil A. Bandy  
Virgil A. Bandy, as its  
President

0039mkg/mkg  
6938  
5/23/91

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

6-5-91 at 11:35 a.m.

STATE DEPT. OF  
ASSESSMENTS & TAXATION

91 JUN 5 AM 11 35

RECEIVED

11578182 3336 0210

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
Administrator

LIBER 6 PAGE 241

Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE

BUSINESS CODE

COUNTY

# M2995652

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT

FEE REMITTED

|    |    |                                    |
|----|----|------------------------------------|
| 10 | 30 | Expedited Fee                      |
| 20 |    | Organ. & Capitalization            |
| 61 |    | Rec. Fee (Arts. of Inc.)           |
| 62 |    | Rec. Fee (Amendment)               |
| 63 |    | Rec. Fee (Merger or Consolidation) |
| 64 |    | Rec. Fee (Transfer)                |
| 65 |    | Rec. Fee (Dissolution)             |
| 66 |    | Rec. Fee (Revival)                 |
| 52 |    | Foreign Qualification              |
| 50 |    | Cert. of Qual. or Reg.             |
| 51 |    | Foreign Name Registration          |
| 13 |    | Certified Copy                     |
| 56 |    | Penalty                            |
| 54 |    | For. Supplemental Cert.            |
| 53 |    | Foreign Resolution                 |
| 73 |    | Certificate of Conveyance          |

Name Change  
(New Name)

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Change of Name   |
| <input checked="" type="checkbox"/> | Change of Principal Office                                 |
| <input type="checkbox"/>            | Change of Resident Agent                                   |
| <input checked="" type="checkbox"/> | Change of Resident Agent Address                           |
| <input type="checkbox"/>            | Resignation of Resident Agent                              |
| <input type="checkbox"/>            | Designation of Resident Agent and Resident Agent's Address |
| <input type="checkbox"/>            | Other Change   |

76 Certificate of Merger/Transfer

|     |                                    |
|-----|------------------------------------|
| 75  | Special Fee                        |
| 80  | For. Limited Partnership           |
| 83  | Cert. Limited Partnership          |
| 84  | Amendment to Limited Partnership   |
| 85  | Termination of Limited Partnership |
| 21  | Recordation Tax                    |
| 22  | State Transfer Tax                 |
| 23  | Local Transfer Tax                 |
| 31  | Corp. Good Standing                |
| NA  | Foreign Corp. Registration         |
| 87  | Limited Part. Good Standing        |
| 71  | Financial                          |
| 600 | Personal                           |

Code

ATTENTION:

MAIL TO ADDRESS:

TOTAL  
FEES

Documents on

checks

APPROVED BY:

NOTE:

3336 0211



CERTIFICATE OF AMENDMENT  
OF  
STREAMSIDE LIMITED PARTNERSHIP

LIBER 6 PAGE 242

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND JUNE 5, 1991 AT 11:35 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$

M2995652

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
GALLAGHER, EVELIUS & JONES  
PAT QUAYLE  
218 N. CHARLES ST. SUITE 400  
BALTIMORE MD 21201

233C3040657

A 359891

REC'D & RECORDED  
NO. \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO

1991 AUG -1 PM 1:37

HARFORD CO.  
CHARLES G. HOBBS III  
CLERK

36 0209



RECEIVED

'91 JUL 19 PM 2 52

7-19-91

257p

STATE DEPT. OF  
ASSESSMENTS & TAXATION

CRESWELL ASSOCIATES LIMITED PARTNERSHIP  
CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this

19<sup>th</sup>

day of July, 1991, by the undersigned General Partner.

W I T N E S S E T H:

KEENELAND LTD., VII, a Maryland corporation, being the sole general partner of CRESWELL ASSOCIATES LIMITED PARTNERSHIP hereby certifies that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

- A. "Certificate" -- This Certificate of Limited Partnership.
- B. "Partnership" -- This Limited Partnership.

Partnership Name. The name of the Partnership shall be "CRESWELL ASSOCIATES LIMITED PARTNERSHIP."

Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is 522 Rock Spring Avenue, Bel Air, Maryland 21014. The name and address of the resident agent of the Partnership in this State is C. Kelly Smith, 522 Rock Spring Avenue, Bel Air, Maryland 21014.

Names and address of General Partners. The name and the business address of the General Partner is Keeneland Ltd., VII, a Maryland corporation, 522 Rock Spring Avenue, Bel Air, Maryland 21014.

Dissolution. The latest date upon which the Partnership is to dissolve is

12038250

3346 1569

10:07:37/19/91  
1100719A;0115-07739

LIBER 6 PAGE 244

December 31, 2012.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 19<sup>th</sup> day of July, 1991 and I acknowledge it to be the act of Keeneland Ltd., VII, a Maryland corporation.

ATTEST:

GENERAL PARTNER:

KEENELAND LTD., VII

W. Robert Wallis  
W. Robert Wallis, Secretary

By: C. Kelly Smith President  
C. Kelly Smith, President

# STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



LIBER 6 PAGE 245

Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE 05<sup>AAA</sup> BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

| CODE | AMOUNT    | FEE REMITTED                       | Name Change (New Name)   |
|------|-----------|------------------------------------|--|
| 10   | <u>30</u> | Expedited Fee                      | _____  |
| 20   | _____     | Organ. & Capitalization            | _____  |
| 61   | _____     | Rec. Fee (Arts. of Inc.)           | _____  |
| 62   | _____     | Rec. Fee (Amendment)               | _____  |
| 63   | _____     | Rec. Fee (Merger or Consolidation) | _____  |
| 64   | _____     | Rec. Fee (Transfer)                | _____ Change of Name   |
| 65   | _____     | Rec. Fee (Dissolution)             | _____ Change of Principal Office                                 |
| 66   | _____     | Rec. Fee (Revival)                 | _____ Change of Resident Agent                                   |
| 52   | _____     | Foreign Qualification              | _____ Change of Resident Agent Address                           |
| 50   | _____     | Cert. of Qual. or Reg.             | _____ Resignation of Resident Agent                              |
| 51   | _____     | Foreign Name Registration          | _____ Designation of Resident Agent and Resident Agent's Address |
| 13   | _____     | _____ Certified Copy _____         | _____ Other Change _____   |
| 56   | _____     | Penalty                            | _____  |
| 54   | _____     | For. Supplemental Cert.            | _____  |
| 53   | _____     | Foreign Resolution                 | _____  |
| 73   | _____     | Certificate of Conveyance          | _____  |

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |           |                                    |
|-----|-----------|------------------------------------|
| 75  | _____     | Special Fee                        |
| 80  | _____     | For. Limited Partnership           |
| 83  | <u>50</u> | Cert. Limited Partnership          |
| 84  | _____     | Amendment to Limited Partnership   |
| 85  | _____     | Termination of Limited Partnership |
| 21  | _____     | Recordation Tax                    |
| 22  | _____     | State Transfer Tax                 |
| 23  | _____     | Local Transfer Tax                 |
| 31  | _____     | _____ Corp. Good Standing          |
| NA  | _____     | Foreign Corp. Registration         |
| 87  | _____     | _____ Limited Part. Good Standing  |
| 71  | _____     | Financial                          |
| 600 | _____     | _____ Personal                     |

Property Reports and \_\_\_\_\_ late filing penalties  
70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.  
91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.  
\_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_ Other \_\_\_\_\_

TOTAL FEES

80

☒ Check \_\_\_\_\_ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY:

[Signature]

LIBER 6 PAGE 246

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CRESWELL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND JULY 19, 1991 AT 2:57 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M3255205

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
MICHAEL LEAF  
112 S. MAIN ST.  
BEL AIR

MD 21014

016C3052077

A 363366

REC'D & RECORDED \_\_\_\_\_  
NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO \_\_\_\_\_  
CLERK



3346 1568



STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

*10-15-91* at *9:48a.m.* **LIBER 6 PAGE 247**  
V.B. SQUARE ASSOCIATES LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

WHEREAS, a limited partnership known as V.B. SQUARE ASSOCIATES LIMITED PARTNERSHIP (the "Partnership"), was formed on the date hereof under the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the undersigned, the sole general partner of the Partnership, does hereby certify as follows:

1. Name. The name of the partnership is hereby "V.B. SQUARE ASSOCIATES LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership shall be c/o Kowalsky & Hirschhorn, P.A., Suite 300, 101 South Main Street, Bel Air, Maryland 21014. The name and post office address of the Resident Agent of the Partnership are:

Avrum M. Kowalsky, Esquire  
Kowalsky & Hirschhorn, P.A.  
Suite 300  
101 South Main Street  
Bel Air, Maryland 21014

3. General Partner. The General Partner of the Limited Partnership is V.B. Square Associates, Inc., whose principal office is located at c/o Kowalsky & Hirschhorn, P.A., Suite 300, 101 South Main Street, Bel Air, Maryland 21014.

4. Term. The Partnership shall be dissolved and its affairs wound up upon the earlier of (a) the expiration of the term of the Partnership (December 31, 2030) or (b) the happening of any event causing the dissolution of the Partnership under the Act or the Partnership's Agreement of Limited Partnership.

IN WITNESS WHEREOF the General Partner has caused this Certificate of Limited Partnership to be executed this 11<sup>th</sup> day of October, 1991.

GENERAL PARTNER:

V.B. SQUARE ASSOCIATES, INC.

By: *Ulad G. Heller* (SEAL)

President

873 B 51 130 1661  
1991 OCT 15 9:48

12888279 0619

STATE OF MARYLAND )

City )


COUNTY OF Baltimore )

SS:

On this 14th day of October, 1991, before me, the subscriber, a notary public, personally appeared Marcel A. Reischer, who acknowledged himself to be the President of V.B. Square Associates, Inc., a Maryland corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained as the duly authorized President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lorraine Hatlaway  
NOTARY PUBLIC  
My Commission Expires: 2-1-93



2100E

2100E/081391

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 0537 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

|    |          |                                    |
|----|----------|------------------------------------|
| 10 | _____    | Expedited Fee                      |
| 20 | _____    | Organ. & Capitalization            |
| 61 | _____    | Rec. Fee (Arts. of Inc.)           |
| 62 | _____    | Rec. Fee (Amendment)               |
| 63 | _____    | Rec. Fee (Merger or Consolidation) |
| 64 | _____    | Rec. Fee (Transfer)                |
| 65 | _____    | Rec. Fee (Dissolution)             |
| 66 | _____    | Rec. Fee (Revival)                 |
| 52 | _____    | Foreign Qualification              |
| 50 | _____    | Cert. of Qual. or Reg.             |
| 51 | _____    | Foreign Name Registration          |
| 13 | <u>8</u> | <u>1</u> Certified Copy <u>2</u>   |
| 56 | _____    | Penalty                            |
| 54 | _____    | For. Supplemental Cert.            |
| 53 | _____    | Foreign Resolution                 |
| 73 | _____    | Certificate of Conveyance          |

Name Change  
(New Name) \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |           |  |
|-----|-----------|--|
| 75  | _____     | Special Fee                                |
| 80  | _____     | For. Limited Partnership                   |
| 83  | <u>50</u> | Cert. Limited Partnership                  |
| 84  | _____     | Amendment to Limited Partnership           |
| 85  | _____     | Termination of Limited Partnership         |
| 21  | _____     | Recordation Tax                            |
| 22  | _____     | State Transfer Tax                         |
| 23  | _____     | Local Transfer Tax                         |
| 31  | _____     | Corp. Good Standing                        |
| NA  | _____     | Foreign Corp. Registration                 |
| 87  | _____     | Limited Part. Good Standing                |
| 71  | _____     | Financial                                  |
| 600 | _____     | _____ Personal                             |
|     | _____     | Property Reports and late filing penalties |
| 70  | _____     | Change of P.O., R.A. or R.A.A.             |
| 91  | _____     | Amend/Cancellation, For. Limited Part.     |
|     | _____     | Other _____                                |
|     | _____     | Other _____                                |

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change _____   |

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

Edward A. Hirschhorn

MAIL TO ADDRESS: \_\_\_\_\_

Kowalsky + Hirschhorn, PA  
Suite 300  
101 S. Main Street  
Bel Air, Md. 21014TOTAL \$  
FEES 58.00☒ Check

Cash

NOTE: Copy made

Documents on \_\_\_\_\_ checks

APPROVED BY: aws

3368 0621

LIBER

6 PAGE 250

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
V.B. SQUARE ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND OCTOBER 15, 1991 AT 9:48 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3306255

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
KOWALSKY & HIRSCHHORN, P.A.  
ATTN: EDWARD A. HIRSCHHORN  
101 S. MAIN ST., STE. 300  
BEL AIR MD 21014

080C3052359



REC'D & RECORDED A 370606  
NO. 6 FOLIO 247

1991 DEC -6 PM 3:36

RECORDED IN THE RECORDS OF THE  
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND IN LIBER, FOLIO.  
HARFORD CO. CLERK  
CHARLES G. HIOB, III

336 0618

LIBER 6 PAGE 251

APPROVED FOR FILING

10/10/91 at 3:22

A & M LIMITED PARTNERSHIP  
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

THE UNDERSIGNED, Anthony J. Meoli, a Maryland resident, Limited Partner; Twenty Nine Corp., a Maryland corporation, General Partner; and Michael Meoli, a Maryland resident, Limited Partner, hereby form a Limited Partnership pursuant to the Maryland Revised Uniform Limited Partnership Act (the "Act"), and do hereby certify and agree:

(1) The name of the Partnership is: A & M Limited Partnership.

(2) The purposes for which the partnership is formed are as follows: to acquire, invest in, encumber, rehabilitate, develop, hold, operate, mortgage, refinance, lease, sell, exchange, dispose of and otherwise invest in real property and to do anything and carry on any and all business, transactions, and activities permitted by the Maryland Revised Uniform Limited Partnership Act, as well as all activities and things necessary, convenient or incidental to the foregoing.

(3) The principal office of the Partnership is 1208 East MacPhail Road, Bel Air, Maryland 21014, and the name of the resident agent is Anthony J. Meoli whose address is 1208 East MacPhail Road, Bel Air, Maryland 21014.

(4) The name and home or business address of each General and Limited Partner are as follows:

| <u>Name</u>       | <u>Home or Business Address</u>                    | <u>Status</u>   |
|-------------------|--|-----------------|
| Twenty Nine Corp. | 1208 East MacPhail Road<br>Bel Air, Maryland 21214 | General Partner |
| Anthony J. Meoli  | 1208 East MacPhail Road<br>Bel Air, Maryland 21214 | Limited Partner |
| Michael Meoli     | 2834 Meredith Lane<br>Abingdon, Maryland 21009     | Limited Partner |

(5) The term of the Partnership shall commence on October 1, 1991, and it shall continue until December 31, 2021, subject to prior termination upon (a) the death, retirement, bankruptcy, or adjudication of incompetence of the General Partner as provided in Paragraph 13 hereof unless the term is extended pursuant to section 10-801(3)(ii) of the Act; (b) disposition by the Partnership of all or substantially all of the Partnership property; (c) the agreement of the General Partner and of the Limited Partners owning at least two-thirds of the total capital contribution of all Partners; or (d) judicial act as provided in Section 10-205 of the Act. Upon termination of the Partnership,

12848418

3365 1473

RECEIVED  
OCT 10 PM 3  
STATE DEPT. OF  
ASSESSMENTS & TAXATION  
'91



an appropriate Certificate of Cancellation shall be filed with the Department as required by the Act.

(6) The General Partner and the Limited Partner have contributed cash to the Partnership as follows:

| <u>Name</u>                          | <u>Amount</u> | <u>Percent</u> |
|--------------------------------------|---------------|----------------|
| Twenty Nine Corp.<br>General Partner | \$ 1.00       | 1%             |
| Anthony J. Meoli<br>Limited Partner  | \$80.00       | 80%            |
| Michael Meoli<br>Limited Partner     | \$19.00       | 19%            |

(7) The Limited Partners have not agreed to make any further contributions to the capital of the Partnership.

(8) Contributions of the Limited Partners shall be returned upon dissolution of the Partnership; provided, however, that partial distributions of capital may be made pro rata to the Partners from time to time in the discretion of the General Partners if at the time of any such distribution, the assets of the Partnership are then sufficient to cover its liabilities.

(9) The share of profits which the General Partner and each Limited Partner shall receive by reason of his contribution shall be the same fraction of the net profits of the Partnership as the capital contributions of each partner bears to total Partnership capital as shown in Paragraph 6 hereof.

(10) No Limited Partner may assign his limited partnership interest without the consent of the General Partner. If such consent is obtained, an assignee may be substituted as a Limited Partner in place of the assigning Limited Partner upon payment of the expenses of the Partnership.

The Partnership interest of the General Partner is not assignable.

(11) Except for the substitution of a Limited Partner's assignee, as set forth in Paragraph 10, there is no right to admit additional limited partners.

(12) No Limited Partner shall have priority over any other Limited Partner for any purpose.

(13) Upon the death, retirement, withdrawal, bankruptcy, or adjudication of incompetence of all the General Partners, the Partnership shall terminate; provided, however, that the

Partnership may be continued upon the written consent of all Limited Partners and the designation of a new General Partner, in conformity with Section 10-801(3)(ii) of the Act. In such event, the Partnership Interest of the deceased, retired, withdrawn, bankrupt or incompetent partner shall be deemed to be and become a Limited Partnership interest.

(14) No Limited Partner shall have any right to demand and receive property other than cash in return for his contribution.

(15) All notices to the Partnership or the General Partner shall be in writing and addressed to the Partnership at the principal place of business of the General partner as shown in the table in Paragraph 4 hereof. All notices to the Limited Partners shall be in writing and addressed to them at the addresses as shown in said Paragraph 4.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Limited Partnership under the penalties of perjury this 9<sup>th</sup> day of October, 1991.

ATTEST:

TWENTY NINE CORP.  
GENERAL PARTNER:

Michael Meoli

By: Anthony J. Meoli (SEAL)  
Anthony J. Meoli, President

WITNESS:

Deil W. Body

ANTHONY J. MEOLI  
LIMITED PARTNER:

By: Anthony J. Meoli (SEAL)  
Anthony J. Meoli,  
Limited Partner

WITNESS:

Deil W. Body

MICHAEL MEOLI  
LIMITED PARTNER:

By: Michael Meoli (SEAL)  
Michael Meoli,  
Limited Partner

harold.gen\A&Mltd.agt

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|       |           |  |
|-------|-----------|--|
| 10    | <u>30</u> | Expedited Fee                                    |
| 20    | _____     | Organ. & Capitalization                          |
| 61    | _____     | Rec. Fee (Arts. of Inc.)                         |
| 62    | _____     | Rec. Fee (Amendment)                             |
| 63    | _____     | Rec. Fee (Merger or Consolidation)               |
| 64    | _____     | Rec. Fee (Transfer)                              |
| 65    | _____     | Rec. Fee (Dissolution)                           |
| 66    | _____     | Rec. Fee (Revival)                               |
| 52    | _____     | Foreign Qualification                            |
| 50    | _____     | Cert. of Qual. or Reg.                           |
| 51    | _____     | Foreign Name Registration                        |
| 13    | _____     | _____ Certified Copy _____                       |
| 56    | _____     | Penalty  |
| 54    | _____     | For. Supplemental Cert.                          |
| 53    | _____     | Foreign Resolution                               |
| 73    | _____     | Certificate of Conveyance                        |
| 76    | _____     | Certificate of Merger/Transfer                   |
| 75    | _____     | Special Fee                                      |
| 80    | _____     | For. Limited Partnership                         |
| 83    | <u>50</u> | Cert. Limited Partnership                        |
| 84    | _____     | Amendment to Limited Partnership                 |
| 85    | _____     | Termination of Limited Partnership               |
| 21    | _____     | Recordation Tax                                  |
| 22    | _____     | State Transfer Tax                               |
| 23    | _____     | Local Transfer Tax                               |
| 31    | _____     | _____ Corp. Good Standing                        |
| NA    | _____     | Foreign Corp. Registration                       |
| 87    | _____     | _____ Limited Part. Good Standing                |
| 71    | _____     | Financial  |
| 600   | _____     | _____ Personal                                   |
| 70    | _____     | Property Reports and _____ late filing penalties |
| 91    | _____     | Change of P.O., R.A. or R.A.A.                   |
| _____ | _____     | Amend/Cancellation, For. Limited Part.           |
| _____ | _____     | Other _____                                      |
| _____ | _____     | Other _____                                      |

Name Change  
(New Name) \_\_\_\_\_

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change _____   |

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS:

Michael J. Hodes  
22 W. Allegheny Ave  
1000, AL 21204

TOTAL  
FEES80

Check

Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY:

A

3365 1476



CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
A & M LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND OCTOBER 10, 1991 AT 3:22 O'CLOCK P. M. AS IN CONFORMITY

WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3301157

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
MICHAEL HODES  
22 W. ALLEGHENY AVE.  
TOWSON

MD 21204



076C3051422

A 369987 *COH*  
REC'D & RECORDED  
NO. *6* FOLIO *251*

RECORDED IN THE RECORDS OF 1991 DEC -6 PM 3:36

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, FOLIO  
CHARLES G. HIOB. III  
CLERK

3365 1472

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

## AMENDMENT TO MEMORANDUM

APPROVED FOR RECORD

OF

8-12-91 at 9:51 A.m.

## LIMITED PARTNERSHIP AGREEMENT

ISLAND BRANCH FARM LIMITED PARTNERSHIP hereby amends the Limited Partnership Agreement by the addition of a General Partner.

By unanimous consent of the General Partners as indicated by their signatures hereunder as required by the terms of the Limited Partnership Agreement, have named MARJORIE J. BIRCH a General Partner of the Limited Partnership.

WITNESS the hands and seals of the existing General Partners this 19th day of

July, 1991.

Marjorie J. Birch  
MARJORIE J. BIRCH

Charles D. Birch (SEAL)  
CHARLES D. BIRCH

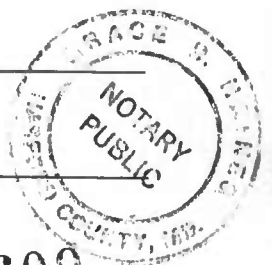
Catherine A. Birch (SEAL)  
CATHERINE A. BIRCH

Michael S. Birch (SEAL)  
MICHAEL S. BIRCH

SIGNED AND SEALED before me, a Notary Public of the State of Maryland this 19th day of July, 1991.

Grace J. Haines  
Notary Public

My Commission Expires: 12-1-92



1991 AUG 12 A 9:51

12248609

1790 1790

AMENDMENT TO MEMORANDUM  
OF  
LIMITED PARTNERSHIP AGREEMENT

1991 NOV - 4 A 9:27

ISLAND BRANCH FARM LIMITED PARTNERSHIP hereby amends the Limited Partnership Agreement by the addition of a General Partner.

By unanimous consent of the General Partners as indicated by their signatures hereunder as required by the terms of the Limited Partnership Agreement, have named MARJORIE J. BIRCH a General Partner of the Limited Partnership.

WITNESS the hands and seals of the existing General Partners this 19th day of

July, 1991.

\_\_\_\_\_  
MARJORIE J. BIRCH

Charles D. Birch (SEAL)  
CHARLES D. BIRCH

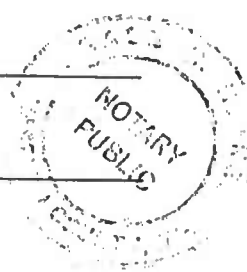
Catherine A. Birch (SEAL)  
CATHERINE A. BIRCH

Michael S. Birch (SEAL)  
MICHAEL S. BIRCH

SIGNED AND SEALED before me, a Notary Public of the State of Maryland this 19th day of July, 1991.

Grace D. Haines  
Notary Public

My Commission Expires: 12-1-92



## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE

BUSINESS CODE

COUNTY

#

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT FEE REMITTED

10 \_\_\_\_\_ Expedited Fee  
 20 \_\_\_\_\_ Organ. & Capitalization  
 61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
 62 \_\_\_\_\_ Rec. Fee (Amendment)  
 63 \_\_\_\_\_ Rec. Fee (Merger or Consolidation)  
 64 \_\_\_\_\_ Rec. Fee (Transfer)  
 65 \_\_\_\_\_ Rec. Fee (Dissolution)  
 66 \_\_\_\_\_ Rec. Fee (Revival)  
 52 \_\_\_\_\_ Foreign Qualification  
 50 \_\_\_\_\_ Cert. of Qual. or Reg.  
 51 \_\_\_\_\_ Foreign Name Registration  
 13 \_\_\_\_\_ Certified Copy  
 56 \_\_\_\_\_ Penalty  
 54 \_\_\_\_\_ For. Supplemental Cert.  
 53 \_\_\_\_\_ Foreign Resolution  
 73 \_\_\_\_\_ Certificate of Conveyance

Name Change  
(New Name)

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

76 \_\_\_\_\_ Certificate of Merger/Transfer

75 \_\_\_\_\_ Special Fee  
 80 \_\_\_\_\_ For. Limited Partnership  
 83 \_\_\_\_\_ Cert. Limited Partnership  
 84 50 \_\_\_\_\_ Amendment to Limited Partnership  
 85 \_\_\_\_\_ Termination of Limited Partnership  
 21 \_\_\_\_\_ Recordation Tax  
 22 \_\_\_\_\_ State Transfer Tax  
 23 \_\_\_\_\_ Local Transfer Tax  
 31 \_\_\_\_\_ Corp. Good Standing  
 NA \_\_\_\_\_ Foreign Corp. Registration  
 87 \_\_\_\_\_ Limited Part. Good Standing  
 71 \_\_\_\_\_ Financial  
 600 \_\_\_\_\_ Personal

Code

ATTENTION:

Michael S. Brich, ESQ

MAIL TO ADDRESS:

Miller, Ky,  
Protokowicz & Brich  
58. Hickory Ave.  
Bel Air, Md. 21014

TOTAL  
FEES50

Check

Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY:

2425

7370 1792

CERTIFICATE OF AMENDMENT  
OF  
ISLAND BRANCH FARM LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND AUGUST 12, 1991 AT 9:51 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2276673

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RECEIVED FOR RECORD

OCT - 4 1991 9 O'CLOCK

A M. SAME DAY RECORDED IN LIBER  
S.E.B. No. 43 FOLIO 94 &c,  
ONE OF THE P.T.S.H.P. RECORDS OF  
BALTIMORE CITY AND EXAMINED.  
P"

SAUNDRA E. BANKS

RETURN TO:

MICHAEL S. BIRCH, ESQ.  
MILLER, FRY, PROTAKOWICZ & BIRCH  
5 S. HICKORY AVENUE  
BEL AIR MD 21014

036C3051601



A 365493  
REC'D & RECORDED *COH*  
NO 6 FOLIO 256

RECORDED IN THE RECORDS OF 1991 DEC - 6 PM 3:38

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, 60508  
CHARLES G. HIOB. III  
1799

PLEASANT VALLEY ASSOCIATES  
AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT

REC FE 14.00

SURCHG 2.00

THIS AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT, made this 10th day of December, 1991, by Thomas A Taylor, General Partner,

1) The name of Janice M Taylor Trustee of the Janice M. Taylor Revocable Living Trust, dated 12/19/83 of 501 Ponderosa Drive, Bel Air, Maryland 21014, Social Security # 539 34 4604, is hereby added as a Limited Partner for one (1) Unit which was purchased from Danna Brown.

2) The name of Janice M Taylor Trustee of the Janice M. Taylor Revocable Living Trust, dated 12/19/83 of 501 Ponderosa Drive, Bel Air, Maryland 21014, Social Security # 539 34 4604, is hereby substituted as a Limited Partner of an additional 2.8831% of the ownership of capital, which was purchased from William Hall.

3) The remaining ownership of capital of William Hall will now be reduced down to 8.6494%

IN WITNESS WHEREOF, the General Partner as authorized by Paragraph No. 10B of the Limited Partnership Agreement and Certificate (which appoints Thomas A Taylor as the true and lawful attorney-in-fact for each of the Limited Partners to execute required instruments to affect the substitution and/or addition of Limited Partners) has executed this Amendment on behalf of the Limited Partnership under aa seal as of the day and year first above written.

WITNESS:

Kay A Bull

Kellyn M. Warr

Thomas A Taylor (SEAL)  
THOMAS A TAYLOR GEN PARTNER/ATTORNEY-IN-FACT  
FOR ALL LIMITED PARTNERS

Janice M Taylor (SEAL)  
JANICE M TAYLOR TRUSTEE OF THE JANICE M TAYLOR  
REVOCABLE TRUST, DATED 12/19/83

HARF.CO.

16.00

#175250 0002 R01 714:3

12/10/9

STATE OF MARYLAND }  
COUNTY OF HARFORD } to wit:

I hereby certify, that on this 10 day of December, 1991, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, duly commissioned and qualified, personally appeared, Thomas A Taylor, and made an oath in due form of law that the matters and facts set forth above are true and correct to the best of his knowledge.

As Witness my hand and Notarial Seal

Notary Public  
My commission expires

*Kay A Bull*  
1-1-92

STATE OF MARYLAND }  
COUNTY OF HARFORD } to wit:

I hereby certify, that on this 10 day of December, 1991, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, duly commissioned and qualified, personally appeared Janice M. Taylor, Trustee of the Janice M. Taylor Revocable Living Trust, dated 12/19/83, and made an oath in due form of law that the matters and facts set forth above are true and correct to the best of her knowledge.

As Witness my hand and Notarial Seal

NOTARY PUBLIC  
MY COMMISSION EXPIRES:

*Kay A Bull*  
1-1-92

AFTER RECORDING, MAIL TO:  
Thomas A Taylor  
501 Ponderosa Drive  
Bel Air, Md 21014

MAILED TO:



6122 6 PAGE 262

APPROVED FOR RECORD

12/23/91

10:56

**SIGHT CENTER LIMITED PARTNERSHIP  
CERTIFICATE OF LIMITED PARTNERSHIP**

STATE DEPT. OF  
ASSESSMENTS & TAXATION

DEC 23 1991 10 56

RECEIVED

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 20th day of December, 1991 by the undersigned party.

WITNESSETH:

WHEREAS, the undersigned party, desiring to form a Partnership under the laws of the State of Maryland, hereby certifies to SDAT that:

1. Name of Partnership. The name of the Partnership shall be:

**SIGHT CENTER LIMITED PARTNERSHIP.**

2. Principal Office and Resident Agent. The post office address of the place at which the principal office of the Partnership in the State of Maryland shall be located is 323 S. Union Avenue, Havre De Grace, Maryland 21078. The name and address of the Resident Agent of the Partnership in the State of Maryland are Thomas Marshall, 30 Office Street, Bel Air, Maryland 21014. ✓

3. General Partner. The name and business address of the sole General Partner of the Partnership are as follows:

CENTURY 22, INC.  
900 Revolution Street  
Havre De Grace, MD 21078

4. Dissolution. The latest date upon which the Partnership is to dissolve shall be December 31, 2034.

5. Restrictions on Transfer. The transferability of limited and general partnership interests in the Partnership is limited by the terms and conditions of the Agreement of Limited Partnership of the Partnership of even date herewith (the "Agreement") to which reference is hereby made regarding the terms and conditions under which transfers are permitted. Additionally, the interests in the Partnership have not been registered pursuant to the provisions of the Securities Act of 1933 or the Maryland Securities Act. Consequently, the Sale, transfer, pledge, hypothecation or other disposition of any interests in the Partnership is restricted and may not be accomplished except in accordance with the Agreement and/or a properly filed registration statement under applicable securities law.

13588085

3393 0930



6. Definition. Throughout this Certificate of Limited Partnership, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed by the General Partner of the Partnership as of the date and year first above written.

WITNESS/ATTEST:

CENTURY 22, INC.

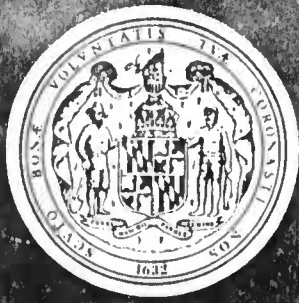
*Barry A. Weiskopf*

By: *[Signature]* (SEAL)  
BARRY FULLER, President  
General Partner

After recordation, please return to:

Barry Weiskopf, Esq.  
Kaplan, Heyman, Greenberg, Engelman & Belgrad, P.A.  
10th Floor - Sun Life Building  
20 South Charles Street  
Baltimore, Md. 21201

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorLIBER 6 PAGE 264  
Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

|     |           |  |
|-----|-----------|--|
| 10  | <u>30</u> | Expedited Fee                          |
| 20  | _____     | Organ. & Capitalization                |
| 61  | _____     | Rec. Fee (Arts. of Inc.)               |
| 62  | _____     | Rec. Fee (Amendment)                   |
| 63  | _____     | Rec. Fee (Merger or Consolidation)     |
| 64  | _____     | Rec. Fee (Transfer)                    |
| 65  | _____     | Rec. Fee (Dissolution)                 |
| 66  | _____     | Rec. Fee (Revival)                     |
| 52  | _____     | Foreign Qualification                  |
| 50  | _____     | Cert. of Qual. or Reg.                 |
| 51  | _____     | Foreign Name Registration              |
| 13  | _____     | _____ Certified Copy _____             |
| 56  | _____     | Penalty                                |
| 54  | _____     | For. Supplemental Cert.                |
| 53  | _____     | Foreign Resolution                     |
| 73  | _____     | Certificate of Conveyance              |
| 76  | _____     | Certificate of Merger/Transfer         |
| 75  | _____     | Special Fee                            |
| 80  | _____     | For. Limited Partnership               |
| 83  | <u>50</u> | Cert. Limited Partnership              |
| 84  | _____     | Amendment to Limited Partnership       |
| 85  | _____     | Termination of Limited Partnership     |
| 21  | _____     | Recordation Tax                        |
| 22  | _____     | State Transfer Tax                     |
| 23  | _____     | Local Transfer Tax                     |
| 31  | _____     | _____ Corp. Good Standing              |
| NA  | _____     | Foreign Corp. Registration             |
| 87  | _____     | _____ Limited Part. Good Standing      |
| 71  | _____     | Financial                              |
| 600 | _____     | _____ Personal                         |
|     | _____     | Property Reports and _____             |
|     | _____     | late filing penalties                  |
| 70  | _____     | Change of P.O., R.A. or R.A.A.         |
| 91  | _____     | Amend/Cancellation, For. Limited Part. |
|     | _____     | Other _____                            |
|     | _____     | Other _____                            |

Name Change  
(New Name) \_\_\_\_\_

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change _____   |

Code 034ATTENTION: B. Weiskopf

MAIL TO ADDRESS: \_\_\_\_\_

TOTAL FEES 80☒ Check ☐ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: PCM

3383 0932

LIBER 6 PAGE 265

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SIGHT CENTER LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND DECEMBER 23, 1991 AT 10:56 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3342490

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

MAILED TO:

RETURN TO:  
KAPLAN, HEYMAN, GREENBERG  
ENGELMAN & BELGRAD, P.A.  
TENTH FLOOR, SUN LIFE BUILDING  
20 S. CHARLES STREET  
BALTIMORE MD 21201

126C3052221

A 375992

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

1992 MAR 18 PM 12:43

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO. CLERK  
HARFORD CO.  
CHARLES G. HIOB, III

3393 0929



PEARCE FAMILY LIMITED PARTNERSHIP

## CERTIFICATE OF LIMITED PARTNERSHIP APPROVED FOR RECORD

12/31/91 at 12:14 .m.

PEARCE FAMILY LIMITED PARTNERSHIP, a Maryland limited

partnership (the "Partnership"), by action of its General Partner, certifies:

STATE DEPT. OF  
ASSESSMENTS & TAXATION

1. Name. The name of the Partnership is  
"Pearce Family Limited Partnership"

2. Principal Office and Resident Agent. The address of the principal office of the Partnership is P.O. Box 4, 117 Fords Lane, Perryman, Maryland 21130. The name and address of the resident agent of the Partnership is Elizabeth M. Pearce, P.O. Box 4, 117 Fords Lane, Perryman, Maryland 21130. ✓

3. General Partner. The name and address of the General Partner of the Partnership are as follows:

Elizabeth M. Pearce  
P.O. Box 4  
117 Fords Lane  
Perryman, Maryland 21130

4. Dissolution. The latest date upon which the Partnership may dissolve is December 31, 2041.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate on this 30th day of December, 1991.

GENERAL PARTNER

Elizabeth M. Pearce  
Elizabeth M. Pearce

2944/BLUTE

20028333

20028381

3384 2406

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
Administrator

LIBER

6 PAGE

267

Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE

BUSINESS CODE

COUNTY

#

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)Surviving  
(Transferee)

CODE AMOUNT

FEE REMITTED

|     |    |  |
|-----|----|--|
| 10  | 30 | Expedited Fee                              |
| 20  |    | Organ. & Capitalization                    |
| 61  |    | Rec. Fee (Arts. of Inc.)                   |
| 62  |    | Rec. Fee (Amendment)                       |
| 63  |    | Rec. Fee (Merger or Consolidation)         |
| 64  |    | Rec. Fee (Transfer)                        |
| 65  |    | Rec. Fee (Dissolution)                     |
| 66  |    | Rec. Fee (Revival)                         |
| 52  |    | Foreign Qualification                      |
| 50  |    | Cert. of Qual. or Reg.                     |
| 51  |    | Foreign Name Registration                  |
| 13  | 7  | 1 Certified Copy                           |
| 56  |    | Penalty                                    |
| 54  |    | For. Supplemental Cert.                    |
| 53  |    | Foreign Resolution                         |
| 73  |    | Certificate of Conveyance                  |
| 76  |    | Certificate of Merger/Transfer             |
| 75  |    | Special Fee                                |
| 80  |    | For. Limited Partnership                   |
| 83  | 50 | Cert. Limited Partnership                  |
| 84  |    | Amendment to Limited Partnership           |
| 85  |    | Termination of Limited Partnership         |
| 21  |    | Recordation Tax                            |
| 22  |    | State Transfer Tax                         |
| 23  |    | Local Transfer Tax                         |
| 31  |    | Corp. Good Standing                        |
| NA  |    | Foreign Corp. Registration                 |
| 87  |    | Limited Part. Good Standing                |
| 71  |    | Financial                                  |
| 600 |    | Personal                                   |
| 70  |    | Property Reports and late filing penalties |
| 91  |    | Change of P.O., R.A. or R.A.A.             |
|     |    | Amend/Cancellation, For. Limited Part.     |
|     |    | Other                                      |
|     |    | Other                                      |

Name Change  
(New Name)

|  |  |
|--|--|
|  | Change of Name   |
|  | Change of Principal Office                                 |
|  | Change of Resident Agent                                   |
|  | Change of Resident Agent Address                           |
|  | Resignation of Resident Agent                              |
|  | Designation of Resident Agent and Resident Agent's Address |
|  | Other Change   |

Code

ATTENTION:

MAIL TO ADDRESS:

TOTAL  
FEES

Check

Cash

Documents on

checks

APPROVED BY:

NOTE:

3384 2407

LIBER 6 PAGE 268

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PEARCE FAMILY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND DECEMBER 31, 1991 AT 12:14 O'CLOCK P.M. AS IN CONFORMITY

WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3346178

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
VENABLE, BAETJER & HOWARD  
ATTN: LEAH SCHUMAN  
2 HOPKINS PLAZA  
1800 MERCANTILE BANK & TRUST BLDG  
BALTIMORE MD 21201

130C3050197

A 376664

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

1992 JUN 16 PM 12:31

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER FOLIO

HARFORD CO.  
CHARLES G. HIOB. III  
CLERK

2405



APPROVED FOR RECORD

THE HARLAN FAMILY LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

12-31-91 at R 3:20 p.m.,

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this  
28th day of November, 1991, by the undersigned parties.

W I T N E S S E T H:

We, the undersigned parties, constituting all of the  
general partners of The Harlan Family Limited Partnership  
hereby certify that:

Throughout this Certificate, any word or words that are  
defined in the Maryland Revised Uniform Limited Partnership  
Act, as amended from time to time ("MRULPA"), shall have  
the same meaning as provided in the MRULPA, and the word or  
words listed below within quotation marks shall be deemed  
to include the words which follow them:

A. "Certificate" -- This Certificate of Limited  
Partnership.

B. "Partnership" -- This Limited Partnership.

1. Partnership Name.

The name of the Partnership shall be "THE  
HARLAN FAMILY LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The  
address of the principal office of the Partnership in this  
State is 706 Glenville Road, Churchville, Maryland 21028.  
The name and address of the Resident Agent of the  
Partnership in this State are: T. Carroll Brown, Esq., 200  
South Main Street, Bel Air, MD 21014.

3. Names and Addresses of General Partners. The  
name and the business, residence or mailing address of each  
General Partner are as set forth on the signature pages  
hereof.

4. Dissolution. The latest date upon which the  
Partnership is to dissolve is November 28, 2041.

STATE DEPT. OF  
ASSESSMENTS & TAXATION

91 DEC 31 PM 3 20

RECEIVED

20028451

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 28th day of November, 1991.

GENERAL PARTNERS:

Paul B. Harlan, Jr.  
PAUL B. HARLAN, JR.

Address: P.O. Box 123  
Churchville, MD 21028

K. Louise H. Umbarger  
K. LOUISE HARLAN UMBARGER

Address: 706 Glenville Road  
Churchville, MD 21028

[cert-lp]



STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



LIBER 6, PAGE 271  
Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE 05 BUSINESS CODE COUNTY 62

# P.A. Religious Close Stock Nonstock

Merging (Transferor) Surviving (Transferee)

| CODE | AMOUNT | FEE REMITTED                       | Name Change (New Name)                                     |
|------|--------|------------------------------------|--|
| 10   |        | Expedited Fee                      |  |
| 20   |        | Organ. & Capitalization            |  |
| 61   |        | Rec. Fee (Arts. of Inc.)           |  |
| 62   |        | Rec. Fee (Amendment)               |  |
| 63   |        | Rec. Fee (Merger or Consolidation) |  |
| 64   |        | Rec. Fee (Transfer)                | Change of Name   |
| 65   |        | Rec. Fee (Dissolution)             | Change of Principal Office                                 |
| 66   |        | Rec. Fee (Revival)                 | Change of Resident Agent                                   |
| 52   |        | Foreign Qualification              | Change of Resident Agent Address                           |
| 50   |        | Cert. of Qual. or Reg.             | Resignation of Resident Agent                              |
| 51   |        | Foreign Name Registration          | Designation of Resident Agent and Resident Agent's Address |
| 13   |        | Certified Copy                     | Other Change   |
| 56   |        | Penalty                            |  |
| 54   |        | For. Supplemental Cert.            |  |
| 53   |        | Foreign Resolution                 |  |
| 73   |        | Certificate of Conveyance          |  |

76 Certificate of Merger/Transfer

|     |    |  |                             |
|-----|----|--|-----------------------------|
| 75  |    | Special Fee                                | Code                        |
| 80  |    | For. Limited Partnership                   |                             |
| 83  | 50 | Cert. Limited Partnership                  | ATTENTION: T. Carroll Brown |
| 84  |    | Amendment to Limited Partnership           |                             |
| 85  |    | Termination of Limited Partnership         |                             |
| 21  |    | Recordation Tax                            |                             |
| 22  |    | State Transfer Tax                         |                             |
| 23  |    | Local Transfer Tax                         |                             |
| 31  |    | Corp. Good Standing                        |                             |
| NA  |    | Foreign Corp. Registration                 | MAIL TO ADDRESS:            |
| 87  |    | Limited Part. Good Standing                | Brown, Brown + Brown, P.A.  |
| 71  |    | Financial                                  | 200 South Main Street       |
| 600 |    | Personal                                   | Bel Air, Md. 21014          |
|     |    | Property Reports and late filing penalties |                             |
| 70  |    | Change of P.O., R.A. or R.A.A.             |                             |
| 91  |    | Amend/Cancellation, For. Limited Part.     |                             |
|     |    | Other                                      |                             |
|     |    | Other                                      |                             |

TOTAL FEES \$ 50.00

Check Cash

NOTE:

Documents on checks

APPROVED BY: [Signature]

3385 2010

LIBER

6 PAGE 272

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
THE HARLAN FAMILY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND DECEMBER 31, 1991 AT 3:20 O'CLOCK P.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3349354

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:

BROWN, BROWN, & BROWN, P.A.  
ATTN: T. CARROLL BROWN  
200 SOUTH MAIN ST.  
BEL AIR

MD 21014



133C3050765

A 377185

REC'D & RECORDED \_\_\_\_\_  
NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO

1992 JUN 16 PM 12:32

HARFORD CO.  
CHARLES G. HIOB. III  
CLERK

My Commission Expires: 1-1-96

PLEASANT VALLEY ASSOCIATES  
AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT, made this 31st day of March, 1992, by Thomas A. Taylor, General Partner.

1) The name of Thomas A Taylor, Trustee of the Thomas A Taylor Revocable Living Trust, dated 12/19/83 of 501 Ponderosa Drive, Bel Air, Maryland 21014, Social Security #212 34 5168, is hereby substituted as a Limited Partner for 16.6059% ownership of capital which was purchased from Jean F. Turpin and 5.55310% ownership of capital which was purchased from John F. Turpin.

IN WITNESS WHEREOF, the General Partner as authorized by Paragraph No. 10B of the Limited Partnership Agreement and Certificate (which appoints Thomas A Taylor as the true and lawful attorney-in-fact for each of the Limited Partners to execute required instruments to affect the substitution and/or addition of Limited Partners) has executed this Amendment on behalf of the Limited Partnership under a seal as of the day and year first above written.

WITNESS:

122  
*Kay A Bull*  
*Kay A Bull*

*Thomas A. Taylor* (SEAL)  
 Thomas A Taylor Gen. Partner/Attorney  
 in-fact for all Limited Partners

*Thomas A. Taylor* (SEAL)  
 Thomas A Taylor Trustee of the  
 Thomas A Taylor Revocable Trust  
 Dated 12/19/83

REC FE 12.00  
 SURCHG 2.00  
 HARF.CO. 14.00  
 #037350 C003 R02 T12:36  
 07/06/92

STATE OF MARYLAND     )  
                              ) to wit:  
HARFORD COUNTY         )

I hereby certify, that on this 31st day of March, 1992, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, duly commissioned and qualified, personally appeared, Thomas A Taylor, General Partner of Pleasant Valley Associates, and made an oath in due form of law that the matters and facts set forth above are true and correct to the best of his knowledge.

AS WITNESS my hand and Notarial Seal

Kay A Bull  
Notary Public

My Commission Expires: 1-1-96

STATE OF MARYLAND     )  
                              ) to wit:  
HARFORD COUNTY         )

I hereby certify, that on this 31st day of March, 1992, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, duly commissioned and qualified, personally appeared Thomas A Taylor, Trustee of the Thomas A Taylor Revocable Living Trust, dated 12/19/83, and made an oath in due form of law that the matters and facts set forth above are true and correct to the best of his knowledge.

AS WITNESS my hand and Notarial Seal

Kay A Bull  
Notary Public

My Commission Expires: 1-1-96

AFTER RECORDING, MAIL TO:  
Thomas A Taylor, Gen. Partner  
Pleasant Valley Associates  
501 Ponderosa Drive  
Bel Air, MD 21014

PLEASANT VALLEY ASSOCIATES  
AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT

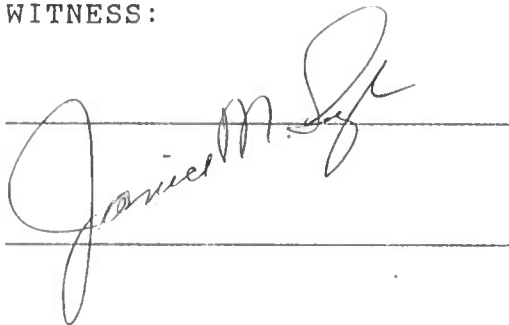
THIS AMENDMENT OF LIMITED PARTNERSHIP AGREEMENT, made this 26th day of January, 1992, by Thomas A. Taylor, General Partner.

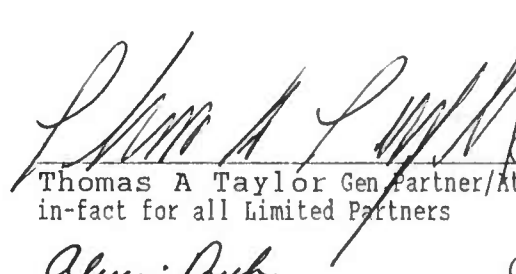
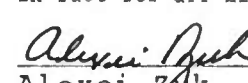
1) The name of Alexei Zuk of 5 Lisa Court, Baltimore, Maryland 21237, Social Security #216 34 8020, is hereby substituted as a Limited Partner for 2.8831% ownership of capital which was purchased from William Hall.

2) The remaining ownership of capital of William Hall will now be reduced down to 5.7336%.

12-  
IN WITNESS WHEREOF, the General Partner as authorized by Paragraph No. 10B of the Limited Partnership Agreement and Certificate (which appoints Thomas A Taylor as the true and lawful attorney-in-fact for each of the Limited Partners to execute required instruments to affect the substitution and/or addition of Limited Partners) has executed this Amendment on behalf of the Limited Partnership under a seal as of the day and year first above written.

WITNESS:

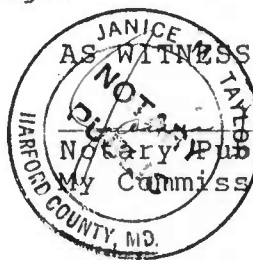


 (SEAL)  
Thomas A Taylor Gen Partner/Attorney  
in-fact for all Limited Partners  
 (SEAL)  
Alexei Zuk

REC FE 12.00  
SURCHG 2.00  
HARF.CO. 14.00  
#037360 C003 R02 T12:36  
07/06/92

STATE OF MARYLAND     )  
                                  ) to wit:  
HARFORD COUNTY         )

I hereby certify, that on this 26th day of January, 1992, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, duly commissioned and qualified, personally appeared, Thomas A Taylor, General Partner of Pleasant Valley Associates, and made an oath in due form of law that the matters and facts set forth above are true and correct to the best of his knowledge.



AS WITNESS my hand and Notarial Seal

Notary Public  
My Commission Expires: 2/1/95

STATE OF MARYLAND     )  
                                  ) to wit:  
HARFORD COUNTY         )

I hereby certify, that on this 26th day of January, 1992, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, duly commissioned and qualified, personally appeared Alexei Zuk, and made an oath in due form of law that the matters and facts set forth above are true and correct to the best of his knowledge.



AS WITNESS my hand and Notarial Seal

Notary Public  
My Commission Expires: 2/1/95

AFTER RECORDING, MAIL TO:  
Thomas A Taylor, Gen. Partner  
Pleasant Valley Associates  
501 Ponderosa Drive  
Bel Air, MD 21014

APPROVED FOR RECORD

1-30-92 at 8:53 A.m.

1992 JAN 30 A 8 57 LIBEN 6 PAGE 278

AMENDED AND RESTATED ARTICLES OF LIMITED PARTNERSHIP  
OF

CRESWELL ASSOCIATES LIMITED PARTNERSHIP

These Amended and Restated Articles of Limited Partnership of Creswell Associates Limited Partnership, a Maryland limited partnership (the "Partnership"), made as of this 7th day of May, 1991, by and among Keeneland, Ltd. VII, (the "General Partner"), Churchill, Ltd., a Maryland Corporation, and the new Class B limited partner listed on Exhibit A attached hereto (the "Class B Limited Partner"), Hereinafter the General Partner, the Class A Limited Partners and the new Class B Limited Partner shall be collectively referred to as the "partners" and the Class A and new Class B Limited Partner shall be collectively referred to as the "Limited Partners".

W I T N E S S E T H:

WHEREAS, the parties hereto desire to amend and restate the Limited Partnership Agreement for Creswell Associates Limited Partnership dated March 13, 1991, for the purposes of including a Class B Limited Partner in accordance with this Agreement and the laws of the State of Maryland.



NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree: that the Partnership Agreement shall be, and the same is hereby Amended and Restated as the First Amended and Restated Partnership Agreement to read in its entirety as follows:

# ARTICLE I

## CONTINUATION OF PARTNERSHIP

1.1 Continuation of the Partnership. The parties hereto hereby agree to continue the Partnership pursuant to the Maryland Revised Uniform Limited Partnership Act (the "Act") and the terms of this Agreement.

1.2 Name. The name of the Partnership shall continue to be "Creswell Associates Limited Partnership". ✓

1.3 Office. The principal office and place of business of the Partnership shall be located at 522 Rock Spring Avenue, Bel Air, Maryland 21014 or such other place in the State of Maryland as the General Partner may from time to time determine and shall specify by prior notice to the Limited Partners. ✓

1.4 Certificate of Limited Partnership. Promptly after the execution hereof, the General Partner shall cause to be filed in the Maryland State Departments of Assessments and Taxation (the "Department") a certificate of amended and restated limited partnership (the "Certificate") to reflect certain of the terms of this Agreement pursuant to the requirements of the Act and all instruments and documents which shall be necessary for the purpose of complying with any applicable fictitious name act or assumed name act.

1.5 Term. The term of the partnership shall continue until December 31, 2012 unless:

(a) the Partnership is sooner terminated in accordance with the provision of this Agreement or the Act;

3381 2257

(b) all of the assets of the Partnership are sold; or

(c) the term of the Partnership is extended by the General Partner.

#### 1.6 Purposes and Powers.

(a) The purpose of the Partnership and the character of the Partnership business is to acquire, own and develop certain property located in Harford County (herein, the "Property"); to hold such Property for appreciation and resale; to enter into development agreements for the development of said Property and to do any other act or acts, including subdividing the Property, to effectuate the same.

(b) In furtherance of the above purposes, the Partnership shall have the power in its own right:

(i) to enter into, perform and carry out contracts of any kind necessary to, or incidental to the accomplishment of the purposes of the Partnership, specifically including, but not limited to, the execution and delivery of notes, mortgages, and contracts for the acquisition and financing arrangements related to the development of the Property;

(ii) to carry on any other activities necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Partnership, so long as such activities may be lawfully carried out or performed by a Partnership under the laws of the State of Maryland.

### ARTICLE II

#### CAPITAL

2.1 Capital Account. A Capital Account shall mean, as to any Partner, the Capital Contribution actually made by such Partner pursuant to Section 2.2, plus all Profit allocated to such Partner and tax exempt income allocated to such Partner, minus the sum of (i) all Loss allocated to such Partner, (ii) the fair market value of all distributions to such partner (net of Partnership liabilities assumed or taken subject to by such Partner), and (iii) all other payments not allowed as additions to the basis of Partnership property or deductions from Partner's Capital Account for income tax purposes. A Partner's Capital Account for income tax purposes shall be computed and maintained in accordance with Treasury Regulations Section 1.704-1(b) (2) (iv), including subparagraph (f) to the extent determined to be appropriate by the General Partner). Any question concerning a partner's

Capital Account shall be resolved by applying principles consistent with this Agreement and the Treasury Regulations promulgated under Section 704 of the Code in order to ensure that all allocations herein will have substantial economic effect.

## 2.2 Initial Capital Contribution.

(a) Each Partner shall make as a Capital Contribution to the Partnership, the cash amount set opposite his name, in Exhibit A which is attached hereto and incorporated herein.

(b) No Partner shall be required to make any Capital Contribution except as set forth in this section 2.2.

2.3 Return of Capital Contributions of Partners. Except as specifically provided in this Agreement, no Partner shall be entitled to demand or receive the return of his Capital Contribution.

2.4 No Right to Withdraw. No Limited Partner shall have any right to withdraw any part of his Capital Contributions prior to dissolution of the Partnership, unless such withdrawal is provided for in this Agreement.

2.5 Interest. No Partner shall receive any interest on his contribution to the capital of the Partnership.

## ARTICLE III

### RIGHTS, POWERS AND DUTIES OF THE PARTNERS

3.1 Powers of the General Partner. Subject to any applicable law, and subject to the terms and provisions of this Agreement, the General Partner shall have all necessary powers to carry out the purposes, powers and business of the Partnership referred to in Section 1.7., and, subject to the limitations specifically set forth in this Agreement, shall possess and enjoy all the rights and powers permitted by Maryland law.

3.2 Management of Partnership Business. The General Partner shall have the sole right to manage the business of the Partnership. Unless expressly provided otherwise by written agreement, all services to be performed by the General Partner hereunder shall be performed in its capacity as the General Partner and not in any capacity as an independent contractor. The General Partner shall use its best efforts to carry out the purposes, business and objectives of the Partnership referred to in Section 1.7,

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and shall devote to Partnership business such time and effort as shall be reasonably required for its welfare and success, including such time as may be necessary to (a) supervise the activities and the management of the Partnership business, (b) make inspections of the Partnership assets, (c) prepare or cause to be prepared all reports of operations which are to be furnished to the Partners or which are required by all taxing bodies or other governmental agencies, and (d) do all other things which may be necessary to supervise the affairs and business of the Partnership.

3.3 Powers of the General Partner. The General Partner shall, subject to the applicable limitations imposed by the laws of the State of Maryland, have the power and authority to manage the daily operations of the Partnership, including, but not limited to the following powers:

(a) to acquire, manage, develop and operate the Property;

(b) to sell or exchange all or any part of the Partnership's property and assets for property, cash or on terms, or any combination thereof;

(c) to execute construction and development agreements with respect to the Property;

(d) to obtain loans, secured and unsecured, for the Partnership and to secure the same by mortgaging, assigning for security purposes, pledging, or otherwise hypothecating, (i) all or any part of the Partnership's property and assets (and in connection therewith to place record title to any such property or assets in the names of a nominee or nominees) and/or (ii) the Partnership Interests of the General Partner and of the Limited Partners.

(e) to prepay in whole or in part, refinance, recast, increase, modify, or extend any such mortgage, security assignment, pledge, or other security instrument, and in connection therewith to execute and deliver, for and on behalf of the Partnership, any extensions, renewals, or modifications thereof and any new mortgage, security assignment, pledge, or other security instrument in lieu thereof;

(f) to draw, make, accept, endorse, sign and deliver any notes, drafts or other negotiable instruments or commercial paper;

(g) to establish, maintain and draw upon checking, savings and other accounts in the name of the

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Partnership in such bank or banks as the General Partner may from time to time select;

(h) to employ, fix the compensation of, oversee and discharge agents and employees (who may also be Affiliates of either General Partner) of the Partnership;

(i) to enter into joint ventures, general or limited partnerships, or other agreements with persons (who may also be affiliates of the General Partner) relating to the Partnership's purposes;

(j) to enter into a Development Agreement concerning the Porperty with Smith Development Company, Inc., an affiliate of the General Partner (the "Development Agreement");

(k) to compromise any claim or liability due to the Partnership;

(l) to execute, acknowledge, verify and file any notifications, applications, statements and other filings that the General Partner considers necessary or desirable to be filed with any state or federal securities administrator or commission;

(m) to execute, acknowledge, verify and deliver any and all instruments that the General Partner considers necessary or desirable to effectuate any of the foregoing;

(n) to do any and all of the foregoing, discretionary or otherwise, through agents (including any affiliate of a General Partner) selected by the General Partner and compensated or uncompensated by the Partnership; and

(o) to take all other action and to execute any and all other contracts, documents, and instruments as it may deem appropriate to carry out the intents and purposes of this Agreement including, but not limited to, the offering and sale of the property;

Provided, however, that nothing contained in this Section shall adversely affect the limited liability of the Limited Partners.

#### 3.4 Restrictions on Powers of the General Partner.

The General Partner shall not have the authority to:

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(a) Alter the primary purpose of the Partnership as set forth in Section 1.7 above;

(b) Do any act in contravention of any separate Certificate of Limited Partnership or this Agreement or which would make it impossible to carry on the ordinary business of the Partnership;

(c) Possess any Partnership property or assign the rights of the Partnership in specific Partnership property for other than a Partnership purpose; or

(d) Admit a person as a General Partner except with the consent of a majority of the Class B Limited Partners as provided for in this Partnership Agreement;

### 3.5 Limited Partners.

(a) The Limited Partners hereby consent to the exercise by the General Partner of the powers conferred on the General Partner by this Agreement. No Limited Partner (except one who may also be a General Partner) shall participate in or have control over the Partnership business or have any right or authority to act for or to bind the Partnership.

(b) The liability of each Limited Partner in his capacity as a Limited Partner shall be limited to the amount of the capital contributions specified in Section 2.2, which such Limited Partner is required to make under the conditions herein set forth. No Limited Partner shall, in his capacity as a Limited partner, have any further liability for any of the debts or be bound by any of the obligations of the partnership or be required to contribute any capital, or loan any funds to the Partnership beyond his initial capital contribution.

(c) No additional Class B Limited Partners shall be admitted by the General Partner without the consent of the existing Class B Limited Partner, as provided in Section 13.1. The General Partner shall have the power to admit additional Class A Limited Partners without the consent of the Class B Limited Partners, upon the sale or transfer of Class A Limited Partnership interests by the Class A Limited Partners and shall have the power to admit substitute Class B Limited Partners, provided however the sale or transfer of the Class B Interest is in accordance with Article IX hereof.

(d) Each present and additional or substitute Limited Partner may become a signatory hereto by signing a conformed or other counterpart of this Agreement in such a manner as the General Partner shall determine, and by so

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signing such Limited Partner shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement, provided, however, no such counterpart shall be binding until it has been signed by the General Partner.

Upon the admission of any additional or substitute Limited Partners, an amendment to the Certificate of Limited Partnership reflecting such admission shall be filed as, and if, required by Maryland law.

(e) Each Partner hereby irrevocably constitutes and appoints C. Kelly Smith, his true and lawful attorney, in his name, place and stead to make, execute, acknowledge, or swear to and file:

(i) Any and all amendments to the Certificate which may hereafter be required by the laws of the State of Maryland; and

(ii) Any certificate of dissolution or cancellation of such certificate as may be necessary upon the termination of the Partnership; and

(iii) Any business certificate, certificate of limited partnership, amendment thereto, or other instrument or document of any kind necessary to accomplish the business, purpose and objectives of the Partnership including, but not limited to, any deeds, mortgages, or contracts of sale; and

(iv) Any instrument or papers required to continue the business of the Partnership pursuant to Article IX, provided, however, that such attorney-in-fact shall not take any action under this Section 3.5(e) as attorney-in-fact for any Limited Partner which can in any way increase the liability or alter the percentage interests, of any Limited Partner except as set forth in Article II. It is expressly agreed by each Limited Partner that the foregoing power of attorney is coupled with an interest and shall not be affected by the death or disability of any Limited Partner.

3.6 Other Interests of Partners. Any of the Partners and their affiliates may engage in or possess an interest in other business ventures (unconnected with the Partnership) of every nature and description, independently or with others, including, but not limited to, the real estate business, in all of its phases, which shall include, without limitation, the ownership, operation, management, syndication and development of real and/or personal property. Neither the Partnership nor the other Partners shall have any

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rights in and to such independent ventures or the income or profits derived therefrom, except, however, the Class B Limited Partners will have a right to participate in any new ventures which the General Partners becomes engaged in relating to the Property.

#### ARTICLE IV

##### ALLOCATION OF COSTS, PROFITS, LOSSES AND CASH FLOW

###### 4.1 Definitions. As used in this Agreement.

(a) The terms "Net Profits" and "Net Losses" shall mean the annual income or loss of the Partnership for a Partnership taxable year from all sources as determined by the Partnership's certified public accountant in accordance with generally accepted accounting principles applied in determining income, gains, expenses, deductions or losses reported by the Partnership for Federal Income tax purposes on its United States Partnership tax return, or, if adjusted by the Internal Revenue Service, as finally determined for federal income tax purposes.

(b) The term "Net Cash Flow" shall mean for any taxable year of the Partnership, the gross operating receipts of the Partnership during such taxable year, including net proceeds of leases, sales, dividends and insurance proceeds, financing or refinancing of the Property after payment of any existing encumbrance on said property but shall not include cash contributions by the Partners, less the sum of:

(i) Operating expenses of the Partnership paid by the Partnership during such taxable year, including interest.

(ii) Curtailment of principal on Partnership indebtedness and the aggregate of all amounts set aside by the General Partner during such taxable year as reasonable reserves for contingencies, property taxes, insurance, or for the replacement or preservation, during the current or any future taxable year, of any Partnership asset, or any part thereof.

(c) The terms "Profit" and "Loss" shall mean the taxable income and loss of the Partnership for federal income tax purposes, determined as of the close of the Partnership's taxable year, including, where the context requires, related federal income tax items such as capital gain or loss, tax preferences, investment interest, investment tax credits, depreciation and depreciation recapture.

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(d) An individual "Capital Account" shall be maintained for each Partner. Each Partner's Capital Account shall be maintained as provided in Section 2.1. No Partner shall be paid interest on any Capital Contribution and except as otherwise provided in this Agreement, no Partner shall have the right to withdraw or receive any return of his Capital Contribution, no Partner shall have the right to receive property other than cash. Increases or decreases to a Partner's Capital Account shall not affect a Partner's Percentage of Interest.

(e) The term "Negative Capital Account" shall mean a Capital Account with a balance less than zero.

#### 4.2 Division of Profits and Cash Flow.

(a) The Net Profits, Net Losses and Net Cash Flow of the Partnership shall be computed at the end of each taxable year (or as of any other date established in accordance with Section 706(c)(2)(B) or such other applicable Section of the Internal Revenue Code) and shall be initially allocated among and charged against the Capital Accounts in the following proportions: 5% to the General Partner; 70% to The Class A Limited Partners and 25% to the Class B Limited Partner.

(b) The Class B Limited Partner shall receive reimbursement of his original cash contributions as set forth on Exhibit "A" attached hereto before any distribution to the General Partner or the Class A Limited Partner. All Net Cash Flow payments shall be considered distributions from the Partnership and shall be charged to each Partner's respective Capital Account.

(c) Contributed Property. Notwithstanding anything to the contrary otherwise contained in this Agreement, in accordance with the provisions of Section 704 (c) of the Code, any Profit or Loss from a Capital Transaction which involves the Land shall be allocated among the Partners so as to take account any variation between the adjusted basis of the Land contributed to the Partnership and its fair market value at the time of the contribution of the Land to the Partnership by the Partner.

(d) Special Allocations. Notwithstanding any other provision to the contrary in this Agreement the following provisions shall apply:

(i) Qualified Income Offset. If a Partner receives (1) any allocation of Loss or deduction (or item thereof) or (2) any Partnership distribution, which causes such Partner to have a Negative Capital Account or

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increase a Partner's Negative Capital Account at the end of any Partnership taxable year in excess of any limited dollar amount of such deficit balance that such Partner is obligated to restore, then all items of income and gain of the Partnership (consisting of a pro rata portion of each item of Partnership income, including gross income and gain) any other allocation is made of Partnership items for such taxable year, in the amount and in proportions required to eliminate such excess as quickly as possible. If an allocation of loss or deduction would cause a Negative Capital Account or increase a Partner's balance in excess of any limited dollar amount of such deficit balance that such Partner is obligated to restore, then the allocation of Loss or deduction (or item thereof) shall not be reduced by reasonably expected adjustments or allocations under Treasury Regulations Section 1.704-1(b) (2) (ii) (d) (4) and (5) and by reasonably expected distributions to the extent not offset by reasonably expected Capital Account increases. For purposes of calculating reasonably expected Capital Account increases, the value of each Partnership asset shall be presumed to be equal to its adjusted basis for federal income tax purposes. This Section 4.2 (d) is intended to comply with, and shall be interpreted consistently with, the "qualified income offset", provisions of the Treasury Regulations promulgated under Section 704(b) of the Code.

#### 4.3 Liquidation or Dissolution.

(a) Upon liquidation or a dissolution of the Partnership, the assets of the Partnership shall be distributed to the Partners in accordance with the balances in their respective Positive Capital Accounts, after taking into account the allocation of Profit or Loss, if any, and distributions of cash or property pursuant to Section 4.2.

(b) Any General Partner with a Negative Capital Account following the distribution of liquidation proceeds shall restore such balance to the Partnership, by no later than the later to occur of (i) the end of the taxable year in which the liquidation of the Partnership (or of the Partner's Partnership Interest) occurs, or (ii) ninety (90) days after the date of the liquidation of the Partnership (or of the Partner's Partnership Interest) which amount shall be paid to creditors of the Partnership or otherwise distributed to those Partners with Positive Capital Account balances.

(c) Any Limited Partner who has an obligation to make additional Capital Contributions to the Partnership to fund any deficiency under any Partnership debt or obligation which has not been funded at the date of liquidation shall pay such deficiency to the Partnership

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within ninety (90) days of the liquidation of the Partnership.

4.4 Accounting Methods. In the Partnership account of costs and expenses to be charged by the General Partner to the Partnership, there shall be included by way of illustration, but not by way of limitation, Partnership costs and expenses incurred in connection with the acquisition of the Property; overhead and interest expenses; expenses incurred in connection with the examining, perfecting and defense of title, including attorneys' fees incurred in connection therewith, expenses and fees for legal, accounting and engineering services; commissions and fees for salesmen and brokers; ad valorem taxes; premiums paid for worker's compensation insurance, public liability, fire, wind, tornado and other insurance; all construction costs for the Property; costs of preparation of income tax returns and schedules; and any other expenses and charges that are reasonable and customary in connection with the operation and development of the business of the Partnership.

#### ARTICLE V

##### LIMITED LIABILITY

The liability of a Limited Partner for losses of the Partnership shall in no event exceed the amount of his Capital Account, and his undistributed share of the Partnership net income and gains from the sale or other disposition of the Partnership assets.

#### ARTICLE VI

##### OBLIGATIONS OF THE GENERAL PARTNER

6.1 Management. The General Partner shall have exclusive and complete discretion and authority in the management and control of the Partnership's affairs and shall make all decisions affecting its affairs to the best of its ability.

6.2 Obligations. The General Partner hereby agrees to devote such time and effort to the Partnership affairs as it deems necessary to carry out the purpose hereof, and the General Partner agrees to use its best efforts for the joint interest, profit and advantage of the Partnership and the membership thereof. However, it is agreed and understood that the General Partner shall enter into a Development Agreement as set forth in ARTICLE VIII and pursuant to said Development Agreement shall name Smith Development Company, Inc. developer for the Property (the "Developer"). Pursuant to the terms of the Development

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Agreement, the Developer shall have the authority to transact the business of the Partnership and shall have the exclusive right and authority to execute any and all contracts of every kind and character and to execute any and all other legal documents relating to the development of the Property, including but not limited to execution and delivery of the deed to the Property.

6.3 Records. At the expense of the Partnership, the General Partner shall maintain accurate records of all rights and interest acquired for or disposed of by the Partnership, all correspondence relating to the Partnership business, and the original records of all statements, bills and other instruments furnished the Partnership. Such records shall be kept in the principal office of the Partnership for such periods as are customary in the industry. The General Partner shall have the right, at its expense to cause an audit of the Partnership books to be performed at any time.

6.4 Statements. The General Partner shall maintain at the expense of the Partnership, adequate records and accounts of all operations and expenditures and furnish the Partners with quarterly statements of account as of the end of each calendar year, together with necessary tax reporting information. The Partnership shall maintain its accounts on a cash basis for federal income tax purposes only and shall adopt the calendar year basis for federal income tax purposes.

6.5 Reimbursements. The Partnership shall be responsible for general and administrative expenses allocable to the overall supervision and administration of Partnership activities. General and administrative expenses include salaries, allocable office rental and supplies, and all other expenses which are usual and customary and represent a fair compensation for services rendered on behalf of the Partnership. The General Partner shall be entitled to reimbursement for actual expenditures incurred in the business of the Partnership, including without limitation, repayment of any Promissory Notes for monies loaned by the General Partner to the Partnership.

6.6 Bank Accounts. The General Partner may maintain bank accounts for the Partnership, borrow money from savings and loan associations, banks and other lenders for Partnership purposes. No savings and loan association, bank or other lending institution to which application is made for a loan by the General Partner shall be required to inquire as to the purposes for which such loan is sought; and, as between the Partnership and such savings and loan association, bank or other lending institution, it shall be conclusively presumed that the proceeds of such loan are to

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be and will be used for the purposes authorized under this Agreement.

6.7 Compliance with Laws. The General Partner shall comply with applicable laws pertaining to limited partnerships, and the Limited Partners agree to execute such instruments as may be required from time to time in order to enable the General Partner to comply with the provision.

6.8 Purchases. The General Partner may purchase or lease equipment for Partnership purposes.

6.9 Tax Returns. The General Partner shall cause the preparation and filing of all Partnership tax returns and shall furnish the Limited Partners with copies thereof and shall, on behalf of the Partnership, make such tax elections and determinations as it considers appropriate. The General Partner will forward to the Limited Partners their limited partner federal income tax information by March 31, annually. All returns and statements shall be prepared consistently on the cash method or accrual method of accounting, as determined by the General Partner in its sole discretion.

6.10 No Warranties. The General Partner shall take such steps as are necessary in its best judgement to render title to Partnership property acceptable. The General Partner shall be free, however, to use its own best judgement in waiving title requirements and shall not be liable to the Partnership or Limited Partners for any mistakes of judgement; nor shall the General Partner be deemed to make any warranties, express or implied, as to the validity or merchantability of the title to any Partnership properties or the extent of the interest covered thereby.

6.11 Liability. The doing of any act or the failure to do any act by the General Partner the effect of which may cause or result in loss or damage to the Partnership, if done pursuant to advice of counsel employed by the General Partner on behalf of the Partnership, or if done in good faith to promote the best interests of the Partnership, shall not subject the General Partner to any liability to the Partnership or any Limited Partners. Without limiting the generality of the foregoing, the General Partner shall not be liable for failure to pay Partnership obligations correctly or on time if such failure is due to clerical errors, oversights, or any reason other than lack of good faith or gross negligence.

6.12 Indemnity of the General Partner. The General Partner shall not be liable to the Partnership or Limited Partners for errors in judgement, any act or omission in good faith and in a manner reasonably believed to be in or

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not opposed to the best interests of the Partnership and within the scope of the authority conferred by this Agreement, which does not amount to willful or wanton misconduct, or gross negligence. The Partnership shall indemnify and save harmless the General Partner from and against any and all liability, loss, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Partnership and conducted within the scope of the authority conferred by this Agreement, which does not amount to willful or wanton misconduct or gross negligence. In particular, and without limitation of the foregoing, the General Partner shall be entitled to indemnification by the Partnership against reasonable expenses, including attorneys' fees, judgements, fines, and amounts paid in settlement, actually and necessarily incurred by the General Partner, in connection with any proceeding, and other expenses actually and necessarily incurred by the General Partner in connection with the defense of any action to which the General Partner may be made a party whether the action is brought by or on behalf of the Partnership to obtain a judgement or decree in favor of the Partnership or by a party not affiliated with the Partnership, to the fullest extent permitted under the provisions of the Maryland Revised Uniform Limited Partnership Act or any other applicable statute.

6.13 Tax Matters Partner. The General Partner shall be, and is hereby, designated as the Tax Matters Partner and shall act as such for any contact which the Partnership may have with the Internal Revenue Service.

6.14 No Restriction. The foregoing delineation of powers shall not be deemed in any manner to limit or restrict the complete authority of the General Partner to carry on and conduct all aspects of the Partnership business, nor shall it be deemed to limit or restrict any of the rights and powers which may be possessed by the General Partner under the laws of the State of Maryland or any other jurisdiction in which the Partnership transacts business.

6.15 Section 754 Election. The General Partner reserves the exclusive right to decide, upon the transfer of any Partnership Interest, whether an election will be filed under Section 754 of the Internal Revenue Code.

## ARTICLE VII

### RIGHTS AND OBLIGATIONS OF THE GENERAL AND LIMITED PARTNERS

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7.1 Management. The Limited Partners have no right to take part in the management of the business or affairs of the Partnership or to transact any business for or on behalf of the Partnership or to bind or obligate the Partnership; however, each Limited Partner shall have the right at all reasonable times and in every reasonable manner to acquaint himself with the business and affairs of the Partnership and to examine either personally or through duly accredited agents, the books and records of this Partnership.

7.2 Withdrawal. No Limited Partner shall have the right to withdraw all or any part of his capital contribution from the Partnership or to institute an action for dissolution of the Partnership, except as herein provided.

7.3 Liability. The Limited Partners shall have limited liability as provided in ARTICLE V and elsewhere in this Partnership Agreement. In the event a Limited Partner's share of the losses or debts of the Partnership is greater than the total of his capital account and his undistributed share of the Partnership income and gains from the sale or other disposition of Partnership assets, the excess shall be carried forward and charged against the Limited Partner's share of future distributions. Before the General Partner shall be liable for excess liabilities, the assets of this Partnership must first be exhausted.

7.4 Income Tax Liability. In the event the Limited Partners receive any distributions which are later deemed by the Internal Revenue Service to be subject to additional taxes or penalties assessed against the Partnership, the Limited Partners shall be liable for their pro rata share of all such taxes and penalties.

## ARTICLE VIII

### TRANSFER OF PARTNERSHIP INTEREST

8.1 No Transfer. No Limited Partner, nor the estate heirs or devisees of a deceased Limited Partner, nor any successor or assignee of a Limited Partner, nor any substituted Limited Partner shall sell, transfer, assign or otherwise dispose of his interest in this Partnership to any party other than the General Partner without the prior written consent of the General Partner, whose consent may be withheld in its sole discretion and for any reason. No transfer may be effected until the transferee shall have agreed in writing to accept, adopt and be bound by all the terms and provisions of this Agreement.

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8.2 Opinion of Counsel. The General Partner will not consent to a transfer unless the General Partner shall have received an opinion from counsel acceptable to the General Partner that such transfer (i) complies with the Securities Act of 1933, as amended, and the rules promulgated thereunder, (ii) would not be in violation of any applicable state securities or "Blue Sky" law (including investment suitability standards) and (iii) will not violate any other applicable state or federal statute or regulation. The General Partner will further refuse to consent to any transfer if the General Partner has received an opinion of counsel for the Partnership that such transfer will or may result in the termination of the Partnership under the Internal Revenue Code.

8.3 Costs. The General Partner, as a condition to any sale, transfer or assignment, may require that any purchaser, transferee or assignee pay to the Partnership such amount as is determined by the General Partner to be sufficient to pay all costs, including a share of allocated overhead costs, to be incurred in implementing any proposed transfer. Further, Partnership interests may be sold, transferred or assigned only if the proposed purchaser, transferee or assignee agrees, in written form satisfactory to the General Partner, to be bound by the Partnership agreement as then in effect.

8.4 No Release. The General Partner may further require any purchaser, transferee, or assignee to comply with all provisions of Maryland law or other applicable law before permitting the purchaser, transferee or assignee to become a substituted Limited Partner. No sale, transfer or assignment shall release the selling, transferring or assigning Limited Partner from any of his obligations under this Partnership Agreement unless his purchaser, transferee or assignee becomes a substituted Limited Partner.

8.5 Substituted Limited Partner. The General Partner may, without the approval of any other Limited Partner, admit as a substituted Limited Partner an assignee of a Limited Partner and may admit as a substituted Limited Partner the personal representative of a deceased Limited Partner or of a Limited Partner who is under legal disability as the transferee of such deceased or disabled Limited Partner.

8.6 Death, Bankruptcy or Incompetency of Limited Partner. The death, bankruptcy or legal incapacity of any one or more of the Limited Partners shall not terminate the Partnership, but his or their rights to receive shares of the net revenues, profits and losses under this Agreement shall, on the happening of such event, devolve on his or their

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personal representatives, or in the case where the Limited Partnership interest is held in joint tenancy, shall pass to the surviving joint tenant, subject to the terms and conditions of this Agreement; and the Partnership shall continue as a Limited Partnership. The estate of any Limited Partner shall be liable for all of his obligations as a Limited Partner. In no event, however, shall a personal representative or successor become a substituted Limited Partner unless the requirements of this ARTICLE IX are satisfied.

#### 8.7 Purchase for Investment.

(a) Each Limited Partner hereby represents and warrants to the General Partner and to the Partnership that his/its acquisition of his/its interest is made as a principal for his/its own account for investment purposes only and not with a view to the resale or distribution of such interest.

(b) Each Limited Partner agrees that he/its will not sell, assign, or otherwise transfer his/its interest or any fraction thereof to any assignee who does not similarly represent, warrant and agree not to sell, assign or transfer such interest or fraction thereof to any assignee who does not similarly represent, warrant and agree.

8.8 Assignment of Partnership Interest by the General Partner. The General Partner shall not have the right to sell, transfer or assign portions of its interest as a General Partner in the Partnership.

### ARTICLE IX

#### CONFLICTS OF INTEREST

9.1 The Limited Partners acknowledge that the interests of the General Partner, Keeneland, Lts. VII, the Class A Limited Partners and their affiliates may from time to time be inconsistent in some respects with the interests of the Partnership and the Limited Partners. The Limited Partners further acknowledge that there is no assurance that these conflicts will be resolved in a manner favorable to the Partnership or the Limited Partners.

### ARTICLE X

#### DISSOLUTION OF PARTNERSHIP

10.1 Acts of General Partner. Any of the following acts shall dissolve this Partnership:

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(a) Act of General Partner. The Partnership may be dissolved as of the end of any accounting year of the Partnership if such dissolution is ordered in writing by the General Partner.

(b) Bankruptcy of the General Partner. If the General Partner dies, becomes disabled or enters into bankruptcy or makes an assignment for the benefit of creditors, the Partnership shall not be liquidated or terminated, unless pursuant to the provisions of Section 11.2, a successor General Partner is not so appointed, and in the event said successor General Partner is not so appointed, the Partnership shall thereafter be terminated and shall thereafter conduct only those activities necessary to wind-up its affairs. Notice of such bankruptcy or assignment for the benefit of creditors shall be given in writing by certified or registered mail to each of the Limited Partners within ten (10) days after the date of bankruptcy or assignment for the benefit of creditors, such notice to be sent to the last known addresses as shown on the records of the Partnership.

10.2 Appointment of Successor General Partner. In the event of the death or disability of the General Partner or the bankruptcy or the assignment for the benefit of creditors of the General Partner, the Limited Partners, shall, within thirty (30) days of the date of such bankruptcy or assignment, as the case may be, elect any one of the following:

(i) to terminate and liquidate the Partnership pursuant to the provisions of Section 11.3 hereof, or

(ii) to designate a successor General Partner, which may be a corporation or a limited partnership.

10.3 Effect of Dissolution. Upon the dissolution of the Partnership by reason of any of the events causing such dissolution as set forth in Section 11.1 (a) or 12.1 (b) of this Article XI, and the failure to form a new Partnership as set forth in Section 11.2, then the General Partner or a successor, chosen by a majority of the Limited Partners, shall act as a liquidating trustee, and shall have full power and the duty to sell, assign, and dispose of Partnership assets, acting as trustee of the Partnership. The said liquidating Trustee may in the dissolution of the Partnership and disposition of its assets after payment of all debts and obligations of the Partnership, and with the consent of all Partners, distribute the assets of the Partnership to the Partners, in kind, in accordance with

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Section 10.4 of this Article X. In case of the dissolution and liquidation of the Partnership, a proper accounting shall be made of the capital and income accounts of each Partner and of the Net Profits or Net Losses of the Partnership from the date of the last previous accounting to the date of dissolution. Any such sale by the liquidating trustee shall be deemed to be a proper act in the winding up of the affairs of the dissolved Partnership, and the proceeds of such sale shall be distributed as set forth in Section 10.4 of this Article X.

10.4 Distribution Upon Dissolution. Upon the dissolution of the Partnership, and the winding up of its affairs, the Limited Partners and the General Partner shall share in the distribution of the assets of the Partnership (whether in kind or resulting from liquidation and/or sale of Partnership property), and such distribution of the Partnership assets shall occur in the following manner:

(a) The books of the Partnership shall be closed as of the date of liquidation and the Net Profits or Net Losses of the Partnership business shall be determined as of the date of liquidation and shall be allocated to each Partner's capital account in the ratio in which Partners share profits and losses.

(b) The non-cash assets of the Partnership shall be reevaluated and any change in relation to the Partnership tax basis for such assets shall be credited or debited to the capital accounts of each of the Partners in the ratio by which said Partners share profits and losses.

(c) The debts of the Partnership, other than to the Partners themselves, shall first be paid.

(d) The debts of the Partnership to the Class B Limited Partners, shall next be paid.

(e) The debts of the Partnership to the General Partner and/or Class A Limited Partner shall next be paid.

(f) The Class B Limited Partners shall next be reimbursed for their Capital Contributions.

(g) The remainder shall be distributed to the Partners, General and Limited, according to the capital accounts of said Partners.

## ARTICLE XI

### AMENDMENTS

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11.1 Proposal and Adoption of Amendments  
Generally.

(a) Amendments to this Agreement to reflect the withdrawal, addition or substitution of a Limited Partner, shall be made at the time and in the manner referred to in Article III. Any other amendments to this Agreement may be proposed:

(i) by the General Partner, which shall give notice to the Limited Partners of (A) the text of such amendment, and (B) the purpose of such amendment; or

(ii) by any Limited Partner who shall submit to the General Partner the text of such proposed amendment, together with a statement of the purpose of such amendment and an opinion of counsel, acceptable to the General Partner that such amendment will not impair the limited liability of the Limited Partners, and will not adversely affect the classification of the Partnership as a partnership for federal income tax purpose.

The General Partner shall, within twenty (20) days after receipt of any proposal under subsection (ii) above, give notice to all Limited Partners of such proposed amendment and the statement of purpose and the accompanying opinion of counsel.

(b) Except as otherwise provided with respect to amendments described in Section 3.3 and subject to the provisions of Section 3.3 and subject to the provisions of Section 11.2, an amendment to this Agreement shall be adopted if such amendment shall have been consented to by at least the General Partner and a vote of the Class B Limited Partners holding at least 50% of the Class B Limited Partnership Interests as well as any Partner whose approval is required by Section 11.2.

(c) The General Partner shall within a reasonable time after the adoption of any amendment to this Agreement make any official filings or publications required or desirable to reflect such amendment including any required filing for recordation of any Certificate.

11.2 Limitations on Amendments. Notwithstanding the provisions of Section 12.1, no amendment to this Agreement may, without the consent of all the Partners:

(a) enlarge the obligations of any Partner under this Agreement or convert the interest of any Limited Partner into the interest of a General Partner or modify the

7781 2275

limited liability of any Limited Partner, without the consent of such Partner;

(b) amend any of the provisions relating to the conditions under which a General Partner may withdraw from the Partnership.

(c) modify the order of distributions of cash or allocations of taxable profits and losses;

(d) modify the method of determining distributions of cash and allocations of profits and losses or;

(e) amend this Article XII.

## ARTICLE XII

### GENERAL PROVISIONS

12.1 Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if mailed from within the United States by first-class mail, postage prepaid, or by prepaid telegram, or messenger service delivery, and addressed, if to the General Partner, to the address of the Partnership set forth in Article I, and if to the Limited Partners, to the addresses set forth after the signature of each such Partner. Any Limited Partner may change his address on the records of the Partnership by giving notice in writing of his new address to the General Partner, and the General Partner may change the Partnership address by giving like notice to all Limited Partners.

12.2 Waiver of Right to Partition. The Partners do waive any and all rights, whether by statute or common law, to partitions of the Partnership and/or Partnership assets.

12.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

12.4 Scope of the Agreement. This Agreement contains all of the agreements and understanding between the parties and into which all other agreements or representations (oral or written) are herein merged and extinguished. This Agreement may only be amended by a document in writing signed by all parties. This Agreement and its terms shall be binding upon and shall inure to the

3391 2277

benefit of the parties hereto, their respective heirs, successors and assigns. This Agreement, having been made in the State of Maryland, shall be construed according to the laws of the State of Maryland.

IN WITNESS WHEREOF, the undersigned Partners have hereunto set their hands and seals the day and year first above written.

ATTEST:

*Dorothy M. Novak*

GENERAL PARTNER:  
KEENELAND LTS., VII

By: *C. Kelly Smith* (SEAL)  
C. KELLY SMITH

CLASS A LIMITED PARTNERS:

ATTEST:

*Dorothy M. Novak*

CHURCHILL LTD.

By: *C. Kelly Smith* (SEAL)  
C. KELLY SMITH

CLASS B LIMITED PARTNER

WITNESS:

*Dorothy M. Novak*

*Walter E. Heinecke* (SEAL)  
WALTER E. HEINECKE

7391 2278

EXHIBIT "A"

LIBER 6 PAGE 301

| <u>Name and Address</u>  | <u>Percentage<br/>Ownership</u> | <u>Original<br/>Cash<br/>Contribution</u> |
|--|---------------------------------|---|
| <u>General Partner</u>   |                                 |   |
| Keeneland, Ltd. VII<br>522 Rock Spring Road<br>Bel Air, MD 21014 | 5%                              | \$ 0                                      |
| <u>Class A Limited Partners</u>                                  |                                 |   |
| Churchill, Ltd.<br>522 Rock Spring Road<br>Bel Air, MD 21014     | 70%                             | \$ 150,000.00                             |
| <u>Class B Limited Partner</u>                                   |                                 |   |
| Walter E. Heinecke<br>12701 Lee Ben Road<br>Kingsville, MD 21087 | 25%                             | \$ 150,000.00                             |

3391 2279

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

LIBER 6 PAGE 302

DOCUMENT CODE 20 BUSINESS CODE \_\_\_\_\_ COUNTY 62  
# M 3255205 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

| CODE  | AMOUNT    | FEE REMITTED                               | Name Change (New Name) _____                                     |
|-------|-----------|--|--|
| 10    | _____     | Expedited Fee                              | _____  |
| 20    | _____     | Organ. & Capitalization                    | _____  |
| 61    | _____     | Rec. Fee (Arts. of Inc.)                   | _____  |
| 62    | _____     | Rec. Fee (Amendment)                       | _____  |
| 63    | _____     | Rec. Fee (Merger or Consolidation)         | _____  |
| 64    | _____     | Rec. Fee (Transfer)                        | _____ Change of Name   |
| 65    | _____     | Rec. Fee (Dissolution)                     | _____ Change of Principal Office                                 |
| 66    | _____     | Rec. Fee (Revival)                         | _____ Change of Resident Agent                                   |
| 52    | _____     | Foreign Qualification                      | _____ Change of Resident Agent Address                           |
| 50    | _____     | Cert. of Qual. or Reg.                     | _____ Resignation of Resident Agent                              |
| 51    | _____     | Foreign Name Registration                  | _____ Designation of Resident Agent and Resident Agent's Address |
| 13    | _____     | _____ Certified Copy _____                 | _____ Other Change _____   |
| 56    | _____     | Penalty                                    | _____  |
| 54    | _____     | For. Supplemental Cert.                    | _____  |
| 53    | _____     | Foreign Resolution                         | _____  |
| 73    | _____     | Certificate of Conveyance                  | _____  |
| 76    | _____     | Certificate of Merger/Transfer             | _____  |
| 75    | _____     | Special Fee                                | Code _____   |
| 80    | _____     | For. Limited Partnership                   | ATTENTION: _____   |
| 83    | _____     | Cert. Limited Partnership                  | <u>William McCarthy Jr.</u>                                      |
| 84    | <u>50</u> | Amendment to Limited Partnership           | MAIL TO ADDRESS: <u>C/o Michael E. Leaf, P.A.</u>                |
| 85    | _____     | Termination of Limited Partnership         | <u>112 S. Main St</u>  |
| 21    | _____     | Recordation Tax                            | <u>Belt Air, Md.</u>   |
| 22    | _____     | State Transfer Tax                         | <u>21014</u>   |
| 23    | _____     | Local Transfer Tax                         | _____  |
| 31    | _____     | _____ Corp. Good Standing                  | _____  |
| NA    | _____     | Foreign Corp. Registration                 | _____  |
| 87    | _____     | _____ Limited Part. Good Standing          | _____  |
| 71    | _____     | Financial                                  | _____  |
| 600   | _____     | _____ Personal                             | _____  |
| 70    | _____     | Property Reports and late filing penalties | _____  |
| 91    | _____     | Change of P.O., R.A. or R.A.A.             | _____  |
| _____ | _____     | Amend/Cancellation, For. Limited Part.     | _____  |
| _____ | _____     | Other                                      | _____  |
| _____ | _____     | Other                                      | _____  |

TOTAL FEES 50

☒ Check ☐ Cash

NOTE:

1 Documents on 1 checks

APPROVED BY: [Signature]

2291 2290



2.1. Keeneland, Ltd. II is substituted for C. Kelly Smith as general partner of the partnership.

2.2. The Class A limited partnership interest of C. Kelly Smith is redeemed by the Partnership and additional Class A Limited Partners are added as follows: Churchill, Ltd., 324 Corporation, F.M.C.O.C., Ltd., Penmardel Land Company, Inc., Mountain Laurel, Inc., Richard P. Streett, Jr., Churchill, Ltd., Alpha Omega Associates, and Arthur Trump.

2.3. Talmadge E. Simons is substituted as a Class B limited partner for T. C. Simons, Inc. Patella Fund of the Central Presbyterian Church of Baltimore City is substituted as a Class B limited partner for David S. Hungerford.

IN WITNESS WHEREOF, this Certificate of Amendment has been signed this 27<sup>th</sup> day of August, 1991.

KEENELAND, LTD. II

By:

C. Kelly Smith  
C. KELLY SMITH, PRES.

CLASS A LIMITED PARTNERS:

CHURCHILL, LTD.

2

PREM AND DUMLER  
SUITE 200  
TWO EAST FAYETTE STREET  
BALTIMORE, MD 21202

By: C. Kelly Smith  
C. KELLY SMITH

324 CORPORATION

By: W. Robert Wallis  
W. ROBERT WALLIS

F.M.C.O.C., LTD.

By: Paula Poteet  
PAULA POTEET

PENMARDEL LAND COMPANY, INC.

By: Chester 2. Price  
CHESTER PRICE

MOUNTAIN LAUREL, INC.

By: Camelia L. De Hart  
CAMELIA DEHART

Richard P. Streett, Jr.  
RICHARD P. STREETT, JR.

Arthur Trump  
ARTHUR TRUMP

PREM AND DUMLER  
SUITE 200  
TWO EAST FAYETTE STREET  
BALTIMORE, MD 21202

3792 2547

CERTIFICATE OF AMENDMENT  
OF  
CRESWELL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND JANUARY 30, 1992 AT 8:53 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:RECORDING  
FEE PAID:SPECIAL  
FEE PAID:

\$

\$ 50.00

\$

M3255205

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
C/O MICHAEL E. LEAF, P.A.  
ATTN: WILLIAM MCCARTHY  
112 S. MAIN ST.  
BEL AIR

MD 21014

149C3053008



A 380210

REC'D &amp; RECORDED

NO. FOLIO

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER FOLIO 2255

1992 JUL 10 PM 3:38

HARFORD CO.  
CLERK

APPROVED FOR RECORD

LIBER

6 PAGE 304

1-29-92 at 2:12 P  
CERTIFICATE OF AMENDMENT

This Certificate of Amendment is made this 29 day of August, 1991, by and between the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting the general partner, and each partner designated in this Certificate of Amendment as a new partner, of Bel Air Land Development VIII Limited Partnership, hereby certify that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time, ("MRULPA") shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the word or words which follow them:

- A. "Certificate"--This Certificate of Amendment.
- B. "Partnership"--This Limited Partnership.

1. Partnership Name. The name of the Partnership is Bel Air Land Development VIII Limited Partnership.

2. Amendment to Certificate. The Certificate of Limited Partnership of the Partnership dated May 1, 1987, between C. Kelly Smith as general partner and C. Kelly Smith, Roger Sherr, T. C. Simons, Inc., David S. Hungerford and Michael O. Magan as limited partners is amended as follows:

20308557

SEP 20 1991

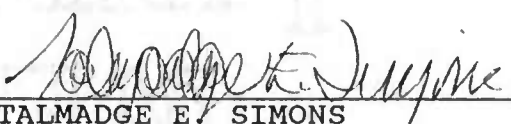
REM AND DUNLER  
SUITE 200  
1415 FAYETTE STREET  
BALTIMORE, MD 21202

## ALPHA OMEGA ASSOCIATES

By: 

ARTHUR TRUMP, GENERAL PARTNER

## CLASS B LIMITED PARTNERS:

  
TALMADGE E. SIMONSPATELLA FUND OF THE CENTRAL  
PRESBYTERIAN CHURCH OF  
BALTIMORE CITYBy: 

PREM AND DUMLER  
SUITE 200  
TWO EAST FAYETTE STREET  
BALTIMORE, MD 21202

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

LIBER 6 PAGE 308

DOCUMENT CODE 2028 BUSINESS CODE \_\_\_\_\_ COUNTY 602  
# M2443745 \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

10 \_\_\_\_\_ Expedited Fee  
20 \_\_\_\_\_ Organ. & Capitalization  
61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
62 \_\_\_\_\_ Rec. Fee (Amendment)  
63 \_\_\_\_\_ Rec. Fee (Merger or Consolidation)  
64 \_\_\_\_\_ Rec. Fee (Transfer)  
65 \_\_\_\_\_ Rec. Fee (Dissolution)  
66 \_\_\_\_\_ Rec. Fee (Revival)  
52 \_\_\_\_\_ Foreign Qualification  
50 \_\_\_\_\_ Cert. of Qual. or Reg.  
51 \_\_\_\_\_ Foreign Name Registration  
13 \_\_\_\_\_ Certified Copy \_\_\_\_\_  
56 \_\_\_\_\_ Penalty  
54 \_\_\_\_\_ For. Supplemental Cert.  
53 \_\_\_\_\_ Foreign Resolution  
73 \_\_\_\_\_ Certificate of Conveyance

76 \_\_\_\_\_ Certificate of Merger/Transfer

75 \_\_\_\_\_ Special Fee  
80 \_\_\_\_\_ For. Limited Partnership  
83 \_\_\_\_\_ Cert. Limited Partnership  
84 50 \_\_\_\_\_ Amendment to Limited Partnership  
85 \_\_\_\_\_ Termination of Limited Partnership  
21 \_\_\_\_\_ Recordation Tax  
22 \_\_\_\_\_ State Transfer Tax  
23 \_\_\_\_\_ Local Transfer Tax  
31 \_\_\_\_\_ Corp. Good Standing  
NA \_\_\_\_\_ Foreign Corp. Registration  
87 \_\_\_\_\_ Limited Part. Good Standing  
71 \_\_\_\_\_ Financial  
600 \_\_\_\_\_ Personal  
Property Reports and late filing penalties  
70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.  
91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.  
Other \_\_\_\_\_  
Other \_\_\_\_\_

TOTAL FEES \$ 50.00

\_\_\_\_\_ Check \_\_\_\_\_ Cash

2 Documents on 1 checks

APPROVED BY: DWS

Name Change (New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

Code \_\_\_\_\_

ATTENTION: Wayne T. Prem

MAIL TO ADDRESS: \_\_\_\_\_  
Prem & Dumber  
2 E. Fayette Street  
Suite 200  
Baltimore, Md. 21202

NOTE:

1102 0549

CERTIFICATE OF AMENDMENT  
OF  
BEL AIR LAND DEVELOPMENT VIII LIMITED  
PARTNERSHIP

LIBER

6 PAGE 309

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND JANUARY 29, 1992 AT 2:12 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M2443745

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
PREM & DUMBER  
ATTN: WAYNE T. PREM  
2 E. FAYETTE ST., STE. 200  
BALTIMORE MD 21202

151C3050355

A 380507

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER

1992 JUL 10 PM 3:38

HARFORD CO.

CHARLES G. HOBBS III  
CLERK 2644



RESAGENT, INC.  
Suite 1400  
Seven Saint Paul Street  
Baltimore, Maryland 21202  
(301) 347-8700

LIBER 6 PAGE 310

March 10, 1992

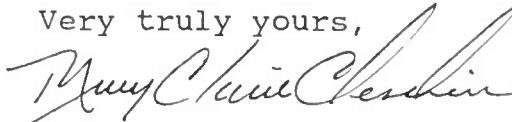
Bel Air Land Development VIII  
Limited Partnership  
Attn: C. Kelly Smith  
522 Rock Spring Drive  
Bel Air MD 21014

Dear Mr. Smith:

Resagent, Inc. hereby resigns as the resident agent for  
Bel Air Land Development VIII Limited Partnership effective as  
of March 23, 1992.

A copy of this letter is being filed with the Maryland  
State Department of Assessments and Taxation.

Very truly yours,



Mary Claire Chesshire  
Vice President

MCC:c

cc: State Department of Assessments and Taxation - Charter  
Filings

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

3-12-92 at 11:01 A.m.

2402 0471



## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201

LIBER

6 PAGE 311

DOCUMENT CODE \_\_\_\_\_

BUSINESS CODE \_\_\_\_\_

COUNTY 62# M2443745 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|    |       |                                    |
|----|-------|------------------------------------|
| 10 | _____ | Expedited Fee                      |
| 20 | _____ | Organ. & Capitalization            |
| 61 | _____ | Rec. Fee (Arts. of Inc.)           |
| 62 | _____ | Rec. Fee (Amendment)               |
| 63 | _____ | Rec. Fee (Merger or Consolidation) |
| 64 | _____ | Rec. Fee (Transfer)                |
| 65 | _____ | Rec. Fee (Dissolution)             |
| 66 | _____ | Rec. Fee (Revival)                 |
| 52 | _____ | Foreign Qualification              |
| 50 | _____ | Cert. of Qual. or Reg.             |
| 51 | _____ | Foreign Name Registration          |
| 13 | _____ | Certified Copy _____               |
| 56 | _____ | Penalty                            |
| 54 | _____ | For. Supplemental Cert.            |
| 53 | _____ | Foreign Resolution                 |
| 73 | _____ | Certificate of Conveyance          |

Name Change  
(New Name) \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |         |  |
|-----|---------|--|
| 75  | _____   | Special Fee                            |
| 80  | _____   | For. Limited Partnership               |
| 83  | _____   | Cert. Limited Partnership              |
| 84  | _____   | Amendment to Limited Partnership       |
| 85  | _____   | Termination of Limited Partnership     |
| 21  | _____   | Recordation Tax                        |
| 22  | _____   | State Transfer Tax                     |
| 23  | _____   | Local Transfer Tax                     |
| 31  | _____   | Corp. Good Standing                    |
| NA  | _____   | Foreign Corp. Registration             |
| 87  | _____   | Limited Part. Good Standing            |
| 71  | _____   | Financial                              |
| 600 | _____   | _____ Personal                         |
|     | _____   | Property Reports and _____             |
|     | _____   | late filing penalties                  |
| 70  | \$10.00 | Change of P.O., R.A. or R.A.A.         |
| 91  | _____   | Amend/Cancellation, For. Limited Part. |
|     | _____   | Other _____                            |
|     | _____   | Other _____                            |

|        |  |
|--------|--|
| _____  | Change of Name   |
| _____  | Change of Principal Office                                 |
| _____  | Change of Resident Agent                                   |
| _____  | Change of Resident Agent Address                           |
| XXXXXX | Resignation of Resident Agent                              |
| _____  | Designation of Resident Agent and Resident Agent's Address |
| _____  | Other Change _____   |

Code 067ATTENTION: Mary Claire Chesshire

MAIL TO ADDRESS: \_\_\_\_\_

TOTAL  
FEES \$10.001 Check \_\_\_\_\_ Cash

NOTE:

7 Documents on 1 checksAPPROVED BY: RMC

7402 042

RESIGNATION OF RESIDENT AGENT  
OF  
BEL AIR LAND DEVELOPMENT VIII LIMITED  
PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND MARCH 12, 1992 AT 11:01 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 10.00

\$ \_\_\_\_\_

M2443745

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
WHITEFORD, TAYLOR & PRESTON  
ATTN: MARY CLAIRE CHESHIRE  
1400 SIGNET TOWER  
7 SAINT PAUL STREET  
BALTIMORE MD 21202

179C3051583

A 383348

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER

1992 JUL 23 AM 10:54

HARFORD CO  
CLERK  
CHARLES G. HOBBS



10:07 06/91  
11012 277-08925

STATE DEPARTMENT OF ASSESSMENTS  
TAXATION

APPROVED FOR RECORD

2/25/92 at 11:30

WBA 6 PAGE 313

MEADOW SPRINGS LIMITED PARTNERSHIP  
CERTIFICATE OF LIMITED PARTNERSHIP

STATE DEPT. OF  
ASSESSMENTS & TAXATION

32 FEB 12 AM 8 40

RECEIVED

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 11/1

day of February, 1992, by the undersigned.

WITNESSETH:

The undersigned party, constituting the only general partner of MEADOW SPRINGS LIMITED PARTNERSHIP, hereby certifies that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

- A. "Certificate" -- This Certificate of Limited Partnership.
- B. "Partnership" -- This Limited Partnership.

Partnership Name. The name of the Partnership shall be "MEADOW SPRINGS LIMITED PARTNERSHIP".

Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is 2738 Carsins Run Road, Aberdeen, Maryland 21001. The name and address of the resident agent of the Partnership in this State is George W. Lewis, 2738 Carsins Run Road, Aberdeen, Maryland 21001.

Names and address of General Partner. The name and the business, residence, or mailing address of the general partner is set forth on the signature pages hereof.

Dissolution. The latest date upon which the Partnership is to dissolve is

20578264

20578262

2400 2344

20578263

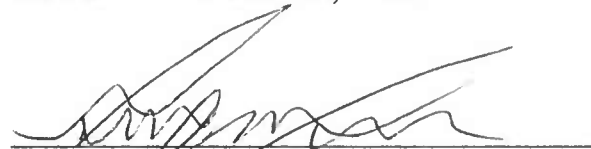
December 31, 2020.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been  
signed this 11<sup>th</sup> day of February, 1991

GENERAL PARTNER:

MEADOW SPRINGS, LTD.

By:

  
George W. Lewis, President  
2738 Carsins Run Road  
Aberdeen, Maryland 21001

3400 2345

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

LIBER

6 PAGE 315

DOCUMENT CODE

BUSINESS CODE

COUNTY

62

#

P.A.

Religious

Close

Stock

Nonstock

Merging  
(Transferor)

Surviving  
(Transferee)

CODE AMOUNT

FEE REMITTED

10 39

Expedited Fee

20

Organ. & Capitalization

61

Rec. Fee (Arts. of Inc.)

62

Rec. Fee (Amendment)

63

Rec. Fee (Merger or  
Consolidation)

64

Rec. Fee (Transfer)

65

Rec. Fee (Dissolution)

66

Rec. Fee (Revival)

52

Foreign Qualification

50

Cert. of Qual. or Reg.

51

Foreign Name Registration

13

Certified Copy

56

Penalty

54

For. Supplemental Cert.

53

Foreign Resolution

73

Certificate of Conveyance

76

Certificate of Merger/Transfer

75

Special Fee

80

For. Limited Partnership

83 50

Cert. Limited Partnership

84

Amendment to Limited Partnership

85

Termination of Limited Partnership

21

Recordation Tax

22

State Transfer Tax

23

Local Transfer Tax

31

Corp. Good Standing

NA

Foreign Corp. Registration

87 6

Limited Part. Good Standing

71

Financial

600

Personal

Property Reports and  
late filing penalties

70

Change of P.O., R.A. or R.A.A.

91

Amend/Cancellation, For. Limited Part.

Other

Other

TOTAL  
FEES

95

Check

Cash

2

Documents on

3

checks

APPROVED BY:

A

Name Change  
(New Name)

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

Code

ATTENTION:

MAIL TO ADDRESS:

Michael Leaf

1125 Main St.

Baltimore, Md 21014

NOTE:

3400 2346

LIBER 6 PAGE 316

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
MEADOW SPRINGS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND FEBRUARY 25, 1992 AT 11:30 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 20.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3386737

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
MICHEAL LEAF  
112 S. MAIN STREET  
BELAIR

MD 21014

175C3050861

A 382665



RECORDED IN THE RECORDS OF THE

REC'D & RECORDED

NO

FOLIO

STATE DEPARTMENT OF ASSESSMENTS

1992 JUL 23 AM 10:55

AND TAXATION OF MARYLAND IN LIBER, FOLIO 340 CO-347

CHARLES G. HOBBS, III  
CLERK

APPROVED FOR RECORD MILESVIEW FARM LIMITED PARTNERSHIP

03-31-92 at 2:33 CERTIFICATE OF LIMITED PARTNERSHIP

this 31<sup>st</sup> THIS CERTIFICATE OF LIMITED PARTNERSHIP, is made  
day of March, 1992.

WHEREAS, a limited partnership known as Milesview Farm Limited Partnership (the "partnership"), was formed on the date hereof, under the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the sole general partner of the partnership, does hereby certify as follows:

1. Name of Partnership. The name of the Partnership shall be: Milesview Farm Limited Partnership.

2. Principal Office and Resident Agent. The post office address of the place at which the principal office of the Partnership in the State of Maryland shall be located is 624 South Main Street, Bel Air, Maryland 21014. ✓

The name and address of the Resident Agent of the Partnership in the State of Maryland are Harold J. Tulley, Esquire, Tulley & Bays, 624 South Main Street, Bel Air, Maryland 21014.

3. General Partner. The name and business address of the sole General Partner of the Limited Partnership are as follows: MFL, Inc., a Maryland Corporation, 624 South Main Street, Bel Air, Maryland 21014.

4. Initial Limited Partners. The initial limited partners are Norma Louise Beavers, a Maryland resident, limited partner; Nelson R. Gilmer, a Maryland resident, limited partner; and Terry L. Beavers, a Maryland resident, limited partner.

5. Term. The partnership shall be dissolved and its' affairs wound up upon the earlier of (a) the expiration of the term of the partnership, (December 31, 2075) or (b) the happening of any event causing the dissolution of the partnership under the act or the partnership's agreement of limited partnership.

6. Definition. Throughout this Certificate of Limited Partnership, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as

3407 0782

20928146

amended from time to time, ("MRULPA") shall have the same meaning as provided in the MRULPA.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed by the General Partner of the Partnership as of the date and year first above written.

WITNESS\ATTEST:

MFL, Inc.,  
a Maryland Corporation,  
sole general partner

Sharon K. Wood

By:

Harold J. Tulley  
Harold J. Tulley, Esquire  
624 South Main Street  
Bel Air, Maryland 21014  
(410) 838-2772

After Recording, please return:

Tulley & Bays  
Attorneys at Law  
624 South Main Street  
Bel Air, Maryland 21014

a\Mar92\Beav1-1.Ptrn

3407 0783



## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62  
# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ NonstockMerging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

|       |           |  |
|-------|-----------|--|
| 10.   | <u>50</u> | Expedited Fee                          |
| 20    | _____     | Organ. & Capitalization                |
| 61    | _____     | Rec. Fee (Arts. of Inc.)               |
| 62    | _____     | Rec. Fee (Amendment)                   |
| 63    | _____     | Rec. Fee (Merger or Consolidation)     |
| 64    | _____     | Rec. Fee (Transfer)                    |
| 65    | _____     | Rec. Fee (Dissolution)                 |
| 66    | _____     | Rec. Fee (Revival)                     |
| 52    | _____     | Foreign Qualification                  |
| 50    | _____     | Cert. of Qual. or Reg.                 |
| 51    | _____     | Foreign Name Registration              |
| 13    | <u>8</u>  | <u>1</u> Certified Copy <u>2</u>       |
| 56    | _____     | Penalty                                |
| 54    | _____     | For. Supplemental Cert.                |
| 53    | _____     | Foreign Resolution                     |
| 73    | _____     | Certificate of Conveyance              |
| 76    | _____     | Certificate of Merger/Transfer         |
| 75    | _____     | Special Fee                            |
| 80    | _____     | For. Limited Partnership               |
| 83    | <u>50</u> | Cert. Limited Partnership              |
| 84    | _____     | Amendment to Limited Partnership       |
| 85    | _____     | Termination of Limited Partnership     |
| 21    | _____     | Recordation Tax                        |
| 22    | _____     | State Transfer Tax                     |
| 23    | _____     | Local Transfer Tax                     |
| 31    | _____     | Corp. Good Standing                    |
| NA    | _____     | Foreign Corp. Registration             |
| 87    | _____     | Limited Part. Good Standing            |
| 71    | _____     | Financial                              |
| 600   | _____     | _____ Personal                         |
| 70    | _____     | Property Reports and _____             |
| 91    | _____     | late filing penalties                  |
| _____ | _____     | Change of P.O., R.A. or R.A.A.         |
| _____ | _____     | Amend/Cancellation, For. Limited Part. |
| _____ | _____     | Other _____                            |
| _____ | _____     | Other _____                            |

TOTAL  
FEES 108☒ Check ☐ Cash2 Documents on 1 checks (207.00)APPROVED BY: J.M. T.Name Change  
(New Name) \_\_\_\_\_

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change _____   |

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

Harold J. Tulley  
624 S. Main St.  
Bel Air, Md. 21014

NOTE:

File #2ndCERTIFIED  
COPY  
MADE  
3407

LIBER 6 PAGE 320

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
MILESVIEW FARM LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND MARCH 31, 1992 AT 2:33 O'CLOCK P.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3403565

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
HAROLD J. TULLEY  
624 S. MAIN ST.  
BEL AIR

MD 21014

192C3050209

A 385929

REC'D & RECORDED

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF JUL 29 PM 1:56

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
CHARLES G. HIOB. III

AND TAXATION OF MARYLAND IN LIBER, FOLIO 3407 0781



4/13/92

3:07

RECEIVED  
JAN 13 1992  
OFFICE OF  
RECORDS & ADMINISTRATION  
LIBER 3 07

SECOND AMENDMENT TO CERTIFICATE OF LIMITED  
PARTNERSHIP AND AGREEMENT OF HARBORSIDE LIMITED PARTNERSHIP

This Second Amendment to Certificate of Limited Partnership and Agreement of Harborside Limited Partnership dated as of the 13 day of January, 1992, by and among Lawrence R. Laikin (hereinafter referred to as "Managing General Partner") and David M. Laikin (hereinafter referred to as "Additional General Partner") and WFC Realty Co., Inc., a Massachusetts corporation (hereinafter referred to as "WFC" and "the withdrawing Class A Limited Partner") and Harborside Housing Partners Limited Partnership f/k/a/ Harborside Housing Partners (hereinafter referred to as "Investor Limited Partner").

PRELIMINARY STATEMENT

WHEREAS, Harborside Limited Partnership (hereinafter referred to as the "Partnership") was formed as a limited partnership under the laws of the State of Maryland pursuant to a Limited Partnership Agreement dated October 8, 1980; and

WHEREAS, on January 27, 1981, the Partnership Agreement and Certificate was amended and restated and recorded among the Land Records of Harford County in Liber 3, folio 14; and

WHEREAS, on or about October 19, 1989, the Certificate of Harborside Limited Partnership was further amended in order to comply with the Maryland Revised Limited Partnership Act and to provide the General Partner the right to purchase the limited partnership interests in the Partnership; and

WHEREAS, on or about December 6, 1991 the General Partner, elected to exercise his right to purchase the entire limited partnership interests in the partnership in consideration of the sum of Four Hundred Thousand Dollars (\$400,000.00); and

WHEREAS, in order to reflect the purchase by the General Partner of the limited partnership interest and to provide for the withdrawal of WFC and the Investor Limited Partner as limited partner and to provide for the addition of David M. Laikin as a general and limited partner, the parties have agreed to amend the Certificate and Agreement.

NOW THEREFORE, it is hereby agreed that the Certificate of Limited Partnership dated October 19, 1989 and the Amended and Restated Limited Partnership of Harborside Limited Partnership is amended as follows:

1. Withdrawal of WFC and Winthrop Residential Associates  
III. WFC and the Investor Limited Partner hereby withdraw from the Partnership.

21058043

3410 1360

21058042

2. Transfer of Partnership Interests. All of the limited partnership interests of the Investor Limited Partner and WFC have been sold, transferred and assigned to Lawrence R. Laikin as to a 75% interest and David M. Laikin as to a 25% interest. All references contained in the Amended and Restated Partnership Agreement referring to a Class A Limited Partner and an Investor Limited Partner shall be deemed to refer to a Limited Partner.

3. Addition of Additional General Partner. Prior hereto, Lawrence R. Laikin assigned unto David M. Laikin, 25% of his 1% general partnership interest and by execution of this amendment hereto consents to the addition of David M. Laikin as an additional general partner.

4. Recordation of Certificate. The parties hereto agree that it shall be the responsibility of the General Partner to cause to be filed an amended Certificate of Limited Partnership with the State Department of Assessments and Taxation reflecting the changes noted above.

EXECUTED UNDER SEAL as of the 16<sup>th</sup> day of January, 1992.

ATTEST: Witness

GENERAL PARTNERS:

James B. ...

Lawrence R. Laikin (SEAL)  
Lawrence R. Laikin, Managing  
General Partner

James B. ...

David M. Laikin (SEAL)  
David M. Laikin, Additional  
General Partner

WITHDRAWING INVESTOR LIMITED  
PARTNER:

WITNESS/ATTEST

WFC REALTY CO., INC.

Michael D. Bedford

By: F.X. Jacoby (SEAL)  
F.X. Jacoby  
Vice President

WITHDRAWING CLASS A LIMITED  
PARTNER:

HARBORSIDE HOUSING PARTNERS  
LIMITED PARTNERSHIP f/k/a  
Harborside Housing Partners, a  
Maryland Limited Partnership  
By: Winthrop Financial Co., Inc.  
General Partner

By: Fx Jacoby (SEAL)  
F.X. Jacoby  
Vice President

STATE OF Massachusetts COUNTY OF Suffolk, to wit:

I HEREBY CERTIFY that on this 10 day of April, 1992, before me, the Subscriber, a Notary Public of the State of Massachusetts in and for Suffolk County, personally appeared F.X. Jacoby, Vice President of WFC Realty, Inc. and as such Vice President, being authorized to do so, acknowledged that he executed the same in such capacity therein stated and for the purpose therein contained and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Louise A. Puckey  
Notary Public

My Commission Expires: 9-17-93

STATE OF Massachusetts COUNTY OF Suffolk, to wit:

I HEREBY CERTIFY that on this 10 day of April, 1992, before me, the Subscriber, a Notary Public of the State of Massachusetts in and for Suffolk County, personally appeared F.X. Jacoby, Vice President of Winthrop Financial Co., Inc., the General Partner of Harborside Housing Partners Limited Partnership and as such Vice President, being authorized to do so, acknowledged that he executed the same in such capacity therein stated and for the purpose therein contained and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Louise A. Luby  
Notary Public

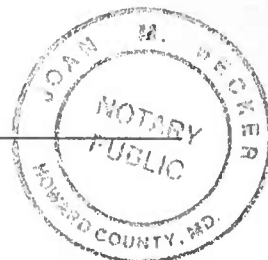
My Commission Expires: 9-17-93

STATE OF Maryland, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of January, 1992, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Howard County personally appeared Lawrence R. Laikin, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joan M. Beck  
Notary Public



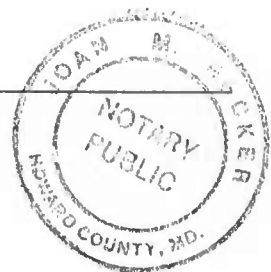
My Commission Expires: 10/1/95

STATE OF MARYLAND, COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of January, 1992, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Howard County personally appeared David M. Laikin, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joan M. Becken  
Notary Public



My Commission Expires: 10/1/95

c4b:jmb\real\harbor.amd

AFTER RECORDING RETURN TO:  
REESE AND CARNEY  
19715 Charter Drive

Columbia, Maryland 21044

File No. 35910/8027 (Laker)  
Joan Becken

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 20 BUSINESS CODE \_\_\_\_\_ COUNTY 62  
# M2889913 \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ NonstockMerging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|    |           |                                    |
|----|-----------|------------------------------------|
| 10 | <u>70</u> | Expedited Fee                      |
| 20 | _____     | Organ. & Capitalization            |
| 61 | _____     | Rec. Fee (Arts. of Inc.)           |
| 62 | _____     | Rec. Fee (Amendment)               |
| 63 | _____     | Rec. Fee (Merger or Consolidation) |
| 64 | _____     | Rec. Fee (Transfer)                |
| 65 | _____     | Rec. Fee (Dissolution)             |
| 66 | _____     | Rec. Fee (Revival)                 |
| 52 | _____     | Foreign Qualification              |
| 50 | _____     | Cert. of Qual. or Reg.             |
| 51 | _____     | Foreign Name Registration          |
| 13 | <u>17</u> | <u>2</u> Certified Copy <u>10</u>  |
| 56 | _____     | Penalty                            |
| 54 | _____     | For. Supplemental Cert.            |
| 53 | _____     | Foreign Resolution                 |
| 73 | _____     | Certificate of Conveyance          |

Name Change  
(New Name) \_\_\_\_\_

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change _____   |

76 \_\_\_\_\_ Certificate of Merger/Transfer

Code 096

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

|     |           |  |
|-----|-----------|--|
| 75  | _____     | Special Fee                            |
| 80  | _____     | For. Limited Partnership               |
| 83  | _____     | Cert. Limited Partnership              |
| 84  | <u>50</u> | Amendment to Limited Partnership       |
| 85  | _____     | Termination of Limited Partnership     |
| 21  | _____     | Recordation Tax                        |
| 22  | _____     | State Transfer Tax                     |
| 23  | _____     | Local Transfer Tax                     |
| 31  | _____     | _____ Corp. Good Standing              |
| NA  | _____     | Foreign Corp. Registration             |
| 87  | _____     | _____ Limited Part. Good Standing      |
| 71  | _____     | Financial                              |
| 600 | _____     | _____ Personal                         |
|     | _____     | Property Reports and _____             |
|     | _____     | late filing penalties                  |
| 70  | _____     | Change of P.O., R.A. or R.A.A.         |
| 91  | _____     | Amend/Cancellation, For. Limited Part. |
|     | _____     | Other _____                            |
|     | _____     | Other _____                            |

TOTAL  
FEES 137☒ Check☐ Cash

NOTE:

Documents on 2 checksAPPROVED BY: PCMCERTIFIED  
COPY MADE

3410 1365



CERTIFICATE OF AMENDMENT  
OF  
HARBORSIDE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND APRIL 13, 1992 AT 3:07 O'CLOCK P.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2889913

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
REESE AND CARNEY  
10715 CHARTER DRIVE  
COLUMBIA

MD 21044

200C3051461

A 387417

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

1992 JUL 29 PM 2:00

STATE DEPARTMENT OF ASSESSMENTS

HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, FOLIO 410 1359



05-08-92

at

12/13

THIS CERTIFICATE OF LIMITED PARTNERSHIP, is made  
this 8<sup>th</sup> day of May, 1992.

WHEREAS, a limited partnership known as Blue Star Limited Partnership (the "partnership"), was formed on the date hereof, under the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the sole general partner of the partnership, does hereby certify as follows:

1. Name of Partnership. The name of the Partnership shall be: Blue Star Limited Partnership.

✓ 2. Principal Office and Resident Agent. The post office address of the place at which the principal office of the Partnership in the State of Maryland shall be located is 624 South Main Street, Bel Air, Maryland 21014.

The name and address of the Resident Agent of the Partnership in the State of Maryland are Harold J. Tulley, Esquire, Tulley & Bays, 624 South Main Street, Bel Air, Maryland 21014.

3. General Partner. The name and business address of the sole General Partner of the Limited Partnership are as follows: BSL, Inc., a Maryland Corporation, 624 South Main Street, Bel Air, Maryland 21014.

4. Initial Limited Partners. The initial limited partners are Terry L. Beavers, a Maryland resident, limited partner; and Harold J. Tulley, a Maryland resident, limited partner.

5. Term. The partnership shall be dissolved and its' affairs wound up upon the earlier of (a) the expiration of the term of the partnership, (December 31, 2075) or (b) the happening of any event causing the dissolution of the partnership under the act or the partnership's agreement of limited partnership.

6. Definition. Throughout this Certificate of Limited Partnership, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time, ("MRULPA") shall have the same meaning as provided in the MRULPA.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed by the General Partner of the Partnership as of the date and year first above written.

WITNESS\ATTEST:

BSL, Inc.,  
a Maryland Corporation,  
sole general partner

Valeri Kutha

By:

Harold J. Tulley  
Harold J. Tulley, Esquire  
624 South Main Street  
Bel Air, Maryland 21014  
(410) 838-2772

After Recording, please return:

Tulley & Bays  
Attorneys at Law  
624 South Main Street  
Bel Air, Maryland 21014

j\May92\Beav1-1.Ptrn

3417 2148

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
Administrator

LIBER 6 PAGE 330

Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|    |           |                                    |
|----|-----------|------------------------------------|
| 10 | <u>30</u> | Expedited Fee                      |
| 20 |           | Organ. & Capitalization            |
| 61 |           | Rec. Fee (Arts. of Inc.)           |
| 62 |           | Rec. Fee (Amendment)               |
| 63 |           | Rec. Fee (Merger or Consolidation) |
| 64 |           | Rec. Fee (Transfer)                |
| 65 |           | Rec. Fee (Dissolution)             |
| 66 |           | Rec. Fee (Revival)                 |
| 52 |           | Foreign Qualification              |
| 50 |           | Cert. of Qual. or Reg.             |
| 51 |           | Foreign Name Registration          |
| 13 |           | Certified Copy                     |
| 56 |           | Penalty                            |
| 54 |           | For. Supplemental Cert.            |
| 53 |           | Foreign Resolution                 |
| 73 |           | Certificate of Conveyance          |

Name Change  
(New Name) \_\_\_\_\_

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change   |

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |  |
|-----|--|
| 75  | Special Fee                                |
| 80  | For. Limited Partnership                   |
| 83  | <u>50</u> Cert. Limited Partnership        |
| 84  | Amendment to Limited Partnership           |
| 85  | Termination of Limited Partnership         |
| 21  | Recordation Tax                            |
| 22  | State Transfer Tax                         |
| 23  | Local Transfer Tax                         |
| 31  | Corp. Good Standing                        |
| NA  | Foreign Corp. Registration                 |
| 87  | Limited Part. Good Standing                |
| 71  | Financial                                  |
| 600 | _____ Personal                             |
|     | Property Reports and late filing penalties |
| 70  | Change of P.O., R.A. or R.A.A.             |
| 91  | Amend/Cancellation, For. Limited Part.     |
|     | Other                                      |
|     | Other                                      |

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

Harold J. Talley  
624 S. Main St  
Bel Air, md 21014TOTAL FEES 80☒ Check \_\_\_\_\_ Cash

NOTE:

2 Documents on 1 checks (150.00)File 2ndAPPROVED BY: JMT

3417 2149

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
BLUE STAR LIMITED PARTNERSHIP**

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND **MAY 8, 1992 AT 12:13 O'CLOCK P.M.** AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

**M3428810**

TO THE CLERK OF THE COURT OF

**HARFORD COUNTY**

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

**RETURN TO:  
HAROLD J. TULLEY  
624 SOUTH MAIN STREET  
BEL AIR**

**MD 21014**

**221C3051089**

**A 389723**

REC'D & RECORDED \_\_\_\_\_

NO. \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE **1992 AUG -5 PM 4:31**

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO

**HARFORD CO.  
CHARLES G. HIOB. III  
CLERK**

**2417 2146**



28

LIBER 6 PAGE 332

APPROVED FOR PAYMENT

6-12-92

at 9:28a.m.

BEL CENTER LIMITED PARTNERSHIP  
CERTIFICATE OF AMENDMENT AND RESTATEMENT

THIS CERTIFICATE OF AMENDMENT AND RESTATEMENT ("Fourth Amendment to Certificate") is made as of the 4th day of May, 1992.

W I T N E S S E T H:

Throughout this Fourth Amendment to Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time (the "MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

- A. "Fourth Amendment to Certificate"--This Certificate of Amendment and Restatement.
- B. "Partnership"--This Limited Partnership.

Recitals

A. A Certificate of Limited Partnership ("Original Certificate") for the Partnership (then also known as Bel Center Joint Venture) was filed among the Partnership Records of Harford County, Maryland on December 30, 1975 in Liber H.D.C. 2, Folio 1.

B. A First Amendment to the Original Certificate ("First Amendment to Certificate") for the Partnership was filed among the Partnership Records of Harford County, Maryland on November 16, 1978 in Liber H.D.C. 2, Folio 475.

C. A Second Amendment to the Original Certificate ("Second Amendment to Certificate") for the Partnership was filed among the Partnership Records of Harford County, Maryland on December 17, 1980 in Liber H.D.C. 3, Folio 9.

D. An Amended and Restated Certificate of Limited Partnership ("Third Amendment to Certificate") for the Partnership was received for record by the State Department of Assessments and Taxation on August 30, 1985 and recorded in Liber 2744, Folio 3786, and was also filed among the Partnership Records of Harford County, Maryland on January 9, 1986 in Liber C.G.H. 4, Folio 727.

E. The Partnership desires to file this Fourth Amendment to Certificate (i) to amend and restate its Original Certificate (as amended by the First Amendment to Certificate, Second Amendment to Certificate, and Third Amendment to Certificate) in order to evidence (a) the admission of SRS Services, Inc. as a new General Partner of the Partnership and (b) the withdrawal of Sylvia Francus, Richard Rynd, and Selma Rynd as General Partners of the Partnership; and (ii) otherwise to amend and restate its Original Certificate (as amended by the First Amendment to Certificate, Second Amendment to Certificate, and Third Amendment to Certificate) in order to conform

21648198  
3425 2032

RECEIVED  
JUN 12 1992  
STATE DEPT. OF ASSESSMENTS & TAXATION

6-333

to the current requirements of Section 10-201, Corporations and Associations Article, Annotated Code of Maryland.

NOW, THEREFORE, THIS FOURTH AMENDMENT TO CERTIFICATE WITNESSETH:

1. Partnership Name. The name of the Partnership is "BEL CENTER LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is 410 MacPhail Road, Bel Air, Maryland 21014. The name and address of the resident agent of the Partnership in this State are Arnold Fleischmann, 408 Bosley Avenue, Towson, Maryland 21204.

3. Name and Address of General Partner. The name of the General Partner, and its business, residence, or mailing address, are as set forth on the signature page(s) hereof.

4. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 1999.

IN WITNESS WHEREOF, this Fourth Amendment to Certificate has been signed as of the year and date first set forth above.

NEW GENERAL PARTNER:

SRS SERVICES, INC.,  
a Maryland corporation

By: Sylvia Francus  
Sylvia Francus, President

BUSINESS, RESIDENCE, OR  
MAILING ADDRESS OF  
NEW GENERAL PARTNER:  
314 Chester Building  
8600 LaSalle Road  
Towson, Maryland 21204

WITHDRAWING GENERAL PARTNERS:

Sylvia Francus  
Sylvia Francus

Richard Rynd  
Richard Rynd

Selma Rynd  
Selma Rynd

After recording, please mail to:

Arnold Fleischmann, P.A.  
408 Bosley Avenue  
Towson, Maryland 21204

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorLIBER 6 PAGE 334  
Department of Assessments and Taxation  
CHARTER DIVISION  
Room 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 20 BUSINESS CODE \_\_\_\_\_ COUNTY 62  
# M1994797 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

|    |       |                                    |
|----|-------|------------------------------------|
| 10 | _____ | Expedited Fee                      |
| 20 | _____ | Organ. & Capitalization            |
| 61 | _____ | Rec. Fee (Arts. of Inc.)           |
| 62 | _____ | Rec. Fee (Amendment)               |
| 63 | _____ | Rec. Fee (Merger or Consolidation) |
| 64 | _____ | Rec. Fee (Transfer)                |
| 65 | _____ | Rec. Fee (Dissolution)             |
| 66 | _____ | Rec. Fee (Revival)                 |
| 52 | _____ | Foreign Qualification              |
| 50 | _____ | Cert. of Qual. or Reg.             |
| 51 | _____ | Foreign Name Registration          |
| 13 | _____ | _____ Certified Copy _____         |
| 56 | _____ | Penalty                            |
| 54 | _____ | For. Supplemental Cert.            |
| 53 | _____ | Foreign Resolution                 |
| 73 | _____ | Certificate of Conveyance          |

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |           |  |
|-----|-----------|--|
| 75  | _____     | Special Fee                                |
| 80  | _____     | For. Limited Partnership                   |
| 83  | _____     | Cert. Limited Partnership                  |
| 84  | <u>50</u> | Amendment to Limited Partnership           |
| 85  | _____     | Termination of Limited Partnership         |
| 21  | _____     | Recordation Tax                            |
| 22  | _____     | State Transfer Tax                         |
| 23  | _____     | Local Transfer Tax                         |
| 31  | _____     | _____ Corp. Good Standing                  |
| NA  | _____     | Foreign Corp. Registration                 |
| 87  | _____     | _____ Limited Part. Good Standing          |
| 71  | _____     | Financial                                  |
| 600 | _____     | _____ Personal                             |
|     | _____     | Property Reports and late filing penalties |
| 70  | _____     | Change of P.O., R.A. or R.A.A.             |
| 91  | _____     | Amend/Cancellation, For. Limited Part.     |
|     | _____     | Other _____                                |
|     | _____     | Other _____                                |

Name Change  
(New Name) \_\_\_\_\_

|       |  |
|-------|--|
| _____ | Change of Name   |
| _____ | Change of Principal Office                                 |
| _____ | Change of Resident Agent                                   |
| _____ | Change of Resident Agent Address                           |
| _____ | Resignation of Resident Agent                              |
| _____ | Designation of Resident Agent and Resident Agent's Address |
| _____ | Other Change _____   |

Code \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: Arnold  
Heischmann, P.A.  
408 Bosley Avenue  
Towson, Md. 21204TOTAL FEES \$50.00☒ Check ☐ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: 3.9

3425 2034



CERTIFICATE OF AMENDMENT  
OF  
BEL CENTER LIMITED PARTNERSHIP

LIBER 6 PAGE 335

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND JUNE 12, 1992 AT 9:28 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M1994797

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
ARNOLD FLEISCHMANN, P.A.  
408 BOSLEY AVE.  
TOWSON

MD 21204



244C3051551

A 394278

REC'D & RECORDED \_\_\_\_\_  
NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO. 244C3051551

1992 SEP -8 PM 2:58

HARFORD CO.  
CHARLES G. HOBBS III  
244C3051551

456:150:140  
2:05/27/92  
CERT1252.456

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

7-7-92 at 8:34A

LOER

6 PAGE 336

RECEIVED

'92 JUL 7 AM 8 34

CERTIFICATE OF LIMITED PARTNERSHIP

STATE DEPT. OF  
ASSESSMENTS & TAXATION

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this  
15 day of January, 1992, by the undersigned party.

W I T N E S S E T H:

I, the undersigned party, constituting the sole  
general partner of Nottingham Fields Limited Partnership hereby  
certify that:

Throughout this Certificate, any word or words that are  
defined in the Maryland Revised Uniform Limited Partnership Act,  
as amended from time to time ("MRULPA"), shall have the same  
meaning as provided in the MRULPA, and the word or words listed  
below within quotation marks shall be deemed to include the  
words which follow them:

A. "Certificate" - This Certificate of Limited  
Partnership.

B. "Partnership" - This Limited Partnership.

1. Partnership Name. The name of the Partnership  
shall be "Nottingham Fields Limited Partnership".

2. Principal Office and Resident Agent. The address  
of the principal office of the Partnership in this State is 3411  
Emmorton Road, P.O. Box 806, Abingdon, Maryland 21009-0806. The  
name and address of the resident agent of the Partnership in  
this State are James Lambdin, 3411 Emmorton Road, P.O. Box 806,  
Abingdon, Maryland 21009-0806.

21898157  
3432 1983

456:150:140  
2:05/27/92  
CERT1252.456

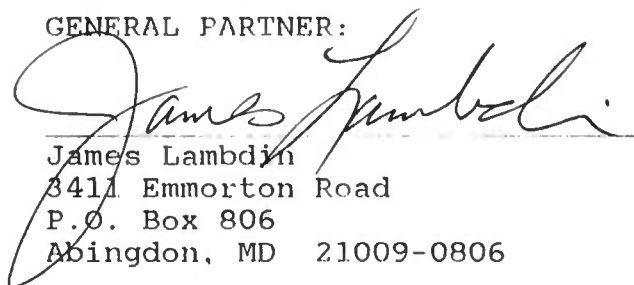
LIBER 6 PAGE 337

3. Names and Addresses of General Partner. The name and the business address of the general partner is as set forth on the signature page hereof.

4. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2012.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 1<sup>st</sup> day of January, 1992.

GENERAL PARTNER:

  
James Lambdin  
3411 Emmorton Road  
P.O. Box 806  
Abingdon, MD 21009-0806

~~3432 1984~~  
3432 1984

# STATE OF MARYLAND

WILLIAM DONALD SCHAEFER ,  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



LIBER

6 PAGE 338

Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE

05

BUSINESS CODE

COUNTY

62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

10 \_\_\_\_\_ Expedited Fee  
20 \_\_\_\_\_ Organ. & Capitalization  
61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
62 \_\_\_\_\_ Rec. Fee (Amendment)  
63 \_\_\_\_\_ Rec. Fee (Merger or Consolidation)  
64 \_\_\_\_\_ Rec. Fee (Transfer)  
65 \_\_\_\_\_ Rec. Fee (Dissolution)  
66 \_\_\_\_\_ Rec. Fee (Revival)  
52 ~~50~~ Foreign Qualification  
50 \_\_\_\_\_ Cert. of Qual. or Reg.  
51 \_\_\_\_\_ Foreign Name Registration  
13 \_\_\_\_\_ Certified Copy  
56 \_\_\_\_\_ Penalty  
54 \_\_\_\_\_ For. Supplemental Cert.  
53 \_\_\_\_\_ Foreign Resolution  
73 \_\_\_\_\_ Certificate of Conveyance

Name Change

(New Name)

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent and Resident Agent's Address  
\_\_\_\_\_ Other Change

76 \_\_\_\_\_ Certificate of Merger/Transfer

75 \_\_\_\_\_ Special Fee  
80 \_\_\_\_\_ For. Limited Partnership  
83 50 Cert. Limited Partnership  
84 \_\_\_\_\_ Amendment to Limited Partnership  
85 \_\_\_\_\_ Termination of Limited Partnership  
21 \_\_\_\_\_ Recordation Tax  
22 \_\_\_\_\_ State Transfer Tax  
23 \_\_\_\_\_ Local Transfer Tax  
31 \_\_\_\_\_ Corp. Good Standing  
NA \_\_\_\_\_ Foreign Corp. Registration  
87 \_\_\_\_\_ Limited Part. Good Standing  
71 \_\_\_\_\_ Financial  
600 \_\_\_\_\_ Personal  
Property Reports and late filing penalties  
70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.  
91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.  
Other \_\_\_\_\_  
Other \_\_\_\_\_

Code

038

ATTENTION:

James M. Martin

MAIL TO ADDRESS:

TOTAL FEES

50

Check

Cash

NOTE:

Documents on

checks

A D BY:

[Signature]

6452 1630

3

LIBER 6 PAGE 339

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
NOTTINGHAM FIELDS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND JULY 7, 1992 AT 8:34 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3463296

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
VENABLE, BAETJER AND HOWARD  
ATTN: JAMES M. MARTIN  
11 S. MAIN ST.  
P.O. BOX 1776  
BEL AIR

MD 21014

009C3060961

A 396346

REC'D & RECORDED  
NO. \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE  
1992 OCT 30 AM 10:20

STATE DEPARTMENT OF ASSESSMENTS  
HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER. FOLIO 3432 1982



... Elice

Return to: Elice Shelton  
2753 Bayside Bch. Rd.  
Pasadena, Md. 21122-3635

LIBER

6 PAGE 340

HARFORD ASSOCIATES - A GENERAL PARTNERSHIP

FIFTH AMENDMENT THERETO

REC FE 16.00

SURCHG 2.00

HARF.CO. 18.00

#423440 C001 R01 T10:43

This agreement, made this twenty-third day of February, 1992, by and between Wm. A. Bunnell and Maxine Bunnell both of 1770 Chadwick Road, Englewood, Sarasota County, Florida; Arlene Schott of R. D. 2, Box 362, New Alexandria, Westmoreland County, Pennsylvania; and Elice B. Shelton of 2753 Bayside Beach Road, Pasadena, Anne Arundel County, Maryland.

WITNESSETH:

02/09/93

Whereas, Wm A. Bunnell and Maxine Bunnell presently are the only General Partners and sole owners of Harford Associates, a General Partnership, organized and existing under the laws of the State of Maryland, the last recorded amendment thereto being dated January 1, 1986, and recorded in Liber H.D.C. 5, Folio 108 among the partnership records of Harford County, Maryland; and

WHEREAS, Wm. A. Bunnell and Maxine Bunnell each desire to sell a portion of their ownership in Harford Associates, and Arlene Schott and Elice B. Shelton each desire to purchase interests therein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties and of the further considerations herein- , after expressed, the parties hereto hereby agree as follows:

1. Wm. A. Bunnell hereby sells, transfers and assigns one (1%) percent interest in and to Harford Associates at and for the price of thirteen thousand, four hundred thirteen (\$13,413) dollars to Arlene Schott, the consideration therefor having been paid in full by buyer and receipt thereof hereby acknowledged by the seller.

2. Maxine Bunnell hereby sells, transfers and assigns one (1%) percent interest in and to Harford Associates at and for the price of thirteen thousand, four hundred thirteen (\$13,413) dollars to Elice B. Shelton, the consideration therefor having paid in full by buyer and receipt thereof hereby acknowledged by ther seller.

3. The parties hereby agree that Arlene Schott and Elice B. Shelton hereby become and each are henceforth general partners in Harford Associates, and when acting together in full accord and complete agreement, shall have the rights and powers accorded to a General Partner under the General Partnership laws of the State of Maryland.

Except as hereby amended all of the terms, conditions, provisions and agreements as contained in said partnership agreement as heretofore amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Witnesses:

Wm. E. Bunnell  
Wm. E. Bunnell  
Alberta A. Hunt  
Patricia M. Pape

General Partners:

Wm. A. Bunnell  
 Wm. A. Bunnell  
Maxine Bunnell  
 Maxine Bunnell  
Arlene Schott  
 Arlene Schott  
Elice B. Shelton  
 Elice B. Shelton

COMMONWEALTH OF PENNSYLVANIA

COUNTY WESTMORELAND

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid to take acknowledgements, personally appeared Arlene Schott, known to me to be the person described in the foregoing instrument, and she acknowledged to me that she executed the same.

Witness by hand and seal in the county and state aforesaid this 19<sup>th</sup> day of June, 1992.

Alberta A. Hunt  
 Notary Public  
 Commonwealth of Pennsylvania

My commission expires:

Notarial Seal  
 Alberta A. Hunt, Notary Public  
 Salem Twp., Westmoreland County  
 My Commission Expires Nov. 22, 1993  
 Member, Pennsylvania Association of Notaries

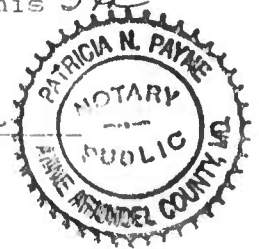
STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid to take acknowledgments, personally appeared Elice B. Shelton, known to me to be the person described in the foregoing instrument, and she acknowledged to me that she executed the same.

Witness my hand and seal in the county and state aforesaid this <sup>5th</sup> day of ~~June~~ <sup>August</sup>, 1992.

*Patricia N. Payne*  
Notary Public  
State of Maryland



My commission expires: 4-1-94

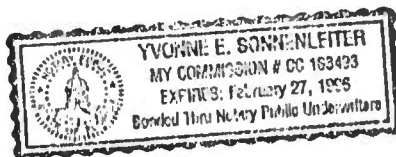
STATE OF FLORIDA

COUNTY OF SARASOTA

I hereby certify that of this day before me, an officer duly authorized in the state aforesaid to take acknowledgements, personally appeared Wm. A. Bunnell and Maxine Bunnell, known to me to be the persons described in the foregoing instrument, and they acknowledged to me that they executed the same.

*Yvonne E. Sonnenleiter*  
Notary Public  
State of Florida

My commission expires:





STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

10/7/92 at 11:18

FIRST AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
BLUE STAR LIMITED PARTNERSHIP

RECEIVED  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

6 PAGE 343

92 OCT 7 AM 11 18

THIS FIRST AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as the "Certificate") is made this 4th day of September, 1992, by BSL, INC., a Maryland Corporation, as the General Partner.

WHEREAS, Blue Star Limited Partnership (the "Partnership") was formed pursuant to a Certificate and Agreement of Limited Partnership dated May 8, 1992, (the "Partnership Agreement"); and

WHEREAS, all of the Limited Partners listed as partners in the Partnership Agreement have assigned and transferred their interest in the Partnership; and

WHEREAS, in order to reflect the above assignments and certain other modifications as set forth herein, the general partner of the Partnership desires to amend and restate the Certificate of the Partnership.

NOW, THEREFORE, the general partner hereby certifies to the Maryland Department of Assessments and Taxation as follows:

22818502

3454 2304

1. The business of the Partnership shall be continued under the name "Blue Star Limited Partnership."

2. The address of the principal office of the Partnership and the name and address of the Resident Agent of the Partnership in the State of Maryland are: Harold J. Tulley, Esquire, 624 South Main Street, Bel Air, Maryland, 21014.

3. The name and business address of the General Partner is: BSL, Inc., a Maryland Corporation, 624 South Main Street, Bel Air, Maryland, 21014, which corporation owns One Percent (1%) of the Limited Partnership and holds such interest as the General Partner.

4. The sole Limited Partner has become Richard F. Beavers, whose address is: R.R. No. 1, Box 253, Millington, Maryland, 21651, who owns Ninety-Nine Percent (99%) of the Limited Partnership and holds such interest as a Limited Partner.

IN WITNESS WHEREOF, the General Partner acknowledges that this First Amended and Restated Certificate of Limited Partnership is its act, and further acknowledges, under the penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects,

3454 2305

and that it has executed this First Amended and Restated  
Certificate of Limited Partnership under seal as of the day  
and year first above written.

WITNESS:

Polous E. Wallis

BLUE STAR LIMITED  
PARTNERSHIP

BSL, INC. (SEAL)  
By: BSL, INC.,  
General Partner  
Richard F. Beavers,  
President

WITHDRAWING LIMITED  
PARTNERS:

WITNESS:

Polous E. Wallis

Terri L. Beavers  
TERRI L. BEAVERS

Polous E. Wallis

Harold J. Tulley  
HAROLD J. TULLEY

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3454 2306

RECEIVED  
 '92 OCT 7 AM 11 18  
 STATE DEPT. OF  
 ASSESSMENT & TAXATION

CERTIFICATE OF TRANSFER BY PARTNERS OF INTERESTS IN  
 BLUE STAR LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable considerations to each of us, individually, in hand paid, receipt of which is hereby acknowledged, we, HAROLD J. TULLEY, of 624 South Main Street, Bel Air, Maryland 21014, and TERRI L. BEAVERS of RR1, Box 253, Millington, Maryland 21651, do hereby assign to RICHARD F. BEAVERS, of RR1, Box 253, Millington, Maryland 21651, our entire shares or limited partner interests in the BLUE STAR LIMITED PARTNERSHIP.

Said Limited Partnership was created by Certificate and Agreement dated May 8, 1992, made and entered into by and between ourselves as limited partners, and BSL, INC., as General Partner; and we do hereby authorize and direct BLUE STAR LIMITED PARTNERSHIP to account to and with RICHARD F. BEAVERS and BSL, INC., for all profits, issues and income arising under the Partnership Agreement in the same manner and with the same force and effect as if such accounting were had and made with us personally.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this 4th day of September, 1992.

Terri L. Beavers  
 Terri L. Beavers

Harold J. Tulley  
 Harold J. Tulley

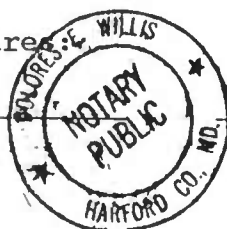
STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this 5th day of September, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HAROLD J. TULLEY, who acknowledged that he executed the foregoing for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires

7/1/95



Douglas E. Willis (SEAL)  
 Notary Public

3454 2307

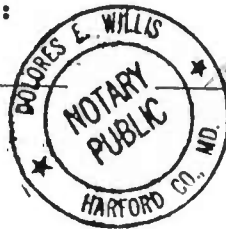
STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this 30 day of September, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared TERRI L. BEAVERS, who acknowledged that she executed the foregoing for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

7/1/95



Dolores E. Willis (SEAL)  
Notary Public

d9/92\beav1-1

3454 2308

RECEIVED

STATE DEPT OF  
ASSESSMENTS & TAXATION

'92 OCT 7 AM 11 18

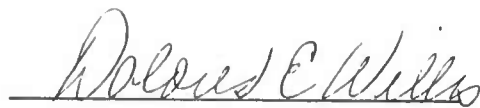
CERTIFICATE OF TRANSFER BY PARTNER OF INTEREST IN  
BLUE STAR LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, receipt of which is hereby acknowledged, BSL, INC., sole General Partner of BLUE STAR LIMITED PARTNERSHIP, does hereby assign to FAITH UNITY FELLOWSHIP INTERDENOMINATIONAL CHURCH, INC., its entire General Partnership interest in the BLUE STAR LIMITED PARTNERSHIP. That General Partnership interest consists of One Percent (1%) of the said Limited Partnership. It being understood that upon acquisition by FAITH UNITY FELLOWSHIP INTERDENOMINATIONAL CHURCH, INC., the said General Partnership interest shall be held by the Church as a General Partner.

Further, BSL, INC., does hereby authorize and direct that BLUE STAR LIMITED PARTNERSHIP account to and with FAITH UNITY FELLOWSHIP INTERDENOMINATIONAL CHURCH, INC., for all profits, issues and income arising under the Partnership Agreement in the same manner and with the same force and effect as if such accounting were had and made with BSL, INC., directly.

IN WITNESS WHEREOF, BSL, INC., by its President, has hereunto set its hand and seal this 1st day of October, 1992.

BSL, INC.

 (SEAL)  
RICHARD F. BEAVERS, President

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this 1st day of October, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared RICHARD F. BEAVERS, President of BSL, INC., who acknowledged that

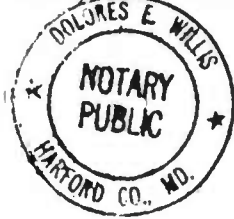
3454 2309

he executed the foregoing in his capacity as President of  
BSL, INC., for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

11/1/95



Dolores E. Willis (SEAL)  
Notary Public

d9/92\beav1-2

3454 2310

# LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT made, entered into and effective this 8th day of May, 1992, by and between BSL, INC., referred to as the General Partner, and TERRI L. BEAVERS and HAROLD J. TULLEY, who are signatories hereto as limited partners, hereinafter referred to as Limited Partners.

## EXPLANATORY STATEMENT

The parties hereto are desirous to acquire a tract of land with improvements at the intersection of Routes 301 and 291, Kent County, Maryland, consisting of approximately 5.0 acres, and intend to bid on same at a certain auction scheduled to be held on May 8, 1992.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other and of the other good and valuable consideration, receipt of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. NAME: The name of this limited partnership shall be BLUE STAR LIMITED PARTNERSHIP.
2. DEFINITIONS: Throughout this Agreement, any word or words which are defined in the Maryland Revised Uniform Limited Partnership Act ("MRULPA"), as amended from time to time, shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:
  - 2.1. "Agreement" - This Limited Partnership Agreement.
  - 2.2. "Partnership" - This Limited Partnership.
3. PRINCIPAL OFFICE OF PARTNERSHIP: The principal office and place of business of the Partnership shall be located at 624 South Main Street, Bel Air, Maryland 21014. The Partnership shall have such other or additional offices as the General Partner, in its sole discretion, shall deem necessary or advisable.
4. BUSINESS AND PURPOSE: The purposes of the Partnership are as follows:
  - 4.1. The Partnership shall acquire the contract right to purchase in fee simple a tract of improved



real property located in Kent County, Maryland. Said property is more fully described in the advertisement for auction sale, and under Kent County Treasurer Account No. 01-01396-3, pertaining to real property taxes, and in that certain deed recorded among the Land Records of Kent County, Maryland at Liber EHP 240, Folio 57. The Partnership shall then acquire the property; obtain the necessary permits to improve and/or to either sell or lease same; and, to hold the same as an investment for income producing purposes, which the Partnership shall operate as such. Said tract of real property together with any improvements that may be constructed thereon and appurtenances thereon shall be hereinafter referred to as "The Property".

4.2. The Partnership may improve, sell or lease all or any part of the property.

4.3. The Partnership may also do and engage in any and all other things and activities incident to the acquisition, holding, management, operation, leasing, improvement, development and/or sale of the Property, including, by way of illustration and not by way of limitation, arranging and consummating financing; executing deeds, leases, ground leases, mortgages or deeds of trust; operation and management; and doing all things reasonably incident to the improvement, development, operation, management, sale or lease of all or any part of the Property.

4.4. The Partnership may engage in any other business or make any other transaction which the General Partner, in its sole discretion, shall deem to be reasonably related to the furtherance of the foregoing business and purposes of the Partnership as a whole.

5. FILING OF INITIAL CERTIFICATE. The general partner shall (a) promptly prepare an Initial Certificate of Limited Partnership (the "Certificate") to be filed with the State Department of Assessments and Taxation of Maryland (the "Department"), and such other place or places as may be required by law; (b) file the Certificate with the Department; and (c) do all other things requisite for the due formation of the Partnership as a limited partnership pursuant to the laws of the State of Maryland.

6. TERM. The Partnership shall be formed at the time of the filing of the Certificate with the Department, which is intended to be filed prior to the scheduled auction. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until the close of the business.

7. PARTNERS; PARTNERSHIP INTERESTS,  
CONTRIBUTION.

7.1. Names and Addresses of Partners: names and home or business address of each partner and the type and class, if any, of partnership interest, original contribution and percentage of partnership interest of each of the partners are set forth on the signature page hereof.

7.2. Capital Contributions. The original contribution of each partner set forth on the signature page hereof shall be contributed and paid in cash to the Partnership upon execution of this Agreement by each respective partner. Upon execution of the Partnership Agreement, the initial One Hundred Dollars (\$100.00) contribution from each subscriber (limited partner) shall be paid. An additional Nine Hundred Dollars (\$900.00) shall be paid provided the property is acquired and settlement takes place as called for under the terms of the auction on or before August 31, 1992. The general partner shall make an initial contribution of One Hundred Dollars (\$100.00) and shall be responsible for paying the remaining funds necessary to successful bid upon the subject property. That balance of approximately Thirty-Four Thousand Eight Hundred Dollars (\$34,800.00) shall be paid at the time of the auction sale. If, for any reason, settlement does not take place on or before August 31, 1992, the limited and general partners shall be free to transfer, sell or assign their interest in the Partnership to any other person or entity. Upon such sale or transfer, the subscribing partner hereto, shall be relieved of any and all further duty, obligation, rights or entitlement under this Partnership Agreement. Anything to the contrary herein notwithstanding, the provisions of this particular paragraph are to apply to the subscribers hereto.

Partners agree that no specific time shall be set forth for the return of the capital contributions of the Partners.

7.3. An individual capital account shall be maintained for each partner. The capital account of each partner shall consist of his original contribution, increased by (a) additional contributions made by him, and (b) his share of Partnership net profits, and decreased by (i) distributions of such net profits and capital to it, and (ii) their share of Partnership losses. Anything contained in this Agreement to the contrary notwithstanding, the capital accounts shall be maintained in accordance with regulations promulgated under Section 704 of the Internal Revenue Code of 1986, as amended.

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7.4. Except as set forth in this Agreement no partner shall be entitled to receive any distributions from the Partnership on not less than six (6) months' prior written notice to the general partner at their address on the books of the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under this Agreement, prorated to the date of withdrawal, but only if, as and when such distribution shall be made by the Partnership to the non-withdrawing partner; a withdrawing partner shall not be entitled to receive from the Partnership the fair value of his partnership interest in the Partnership as of the date of withdraw. Prior to the dissolution and winding up of the Partnership, no partner shall be entitled to receive distributions which constitute a return of any part of that partner's contribution to the Partnership or in respect of his partnership interest. Except to the extent otherwise required by the MRULPA, no partner shall be required to reimburse the Partnership or any partners for distributions made to him in excess of the amount of his contribution or for any negative balance in his capital account. No limited partner shall have any right to demand and receive property (other than cash) of the Partnership in return of his contributions.

7.5. Except to the extent otherwise required by the MRULPA, no limited partner shall be required to make any contribution to the Partnership in excess of his original contribution.

#### 8. ALLOCATIONS OF PROFITS AND LOSSES

8.1. For purposes of this Agreement and until determined otherwise by the general partner, in its sole discretion, the term fiscal year shall mean the calendar year (the "Fiscal Year").

8.2. The profits and losses of the Partnership shall be determined for each Fiscal Year of the Partnership in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. For purposes of Sections 702 and 704 of the Internal Revenue Code of 1986, or the corresponding sections of any future Internal Revenue law, or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each partner's distributive share of all Partnership items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the partners' respective percentages of partnership interest.

8.3. The profits of the Partnership shall be shared among the partners and the losses of the Partnership shall be borne by the partners in proportion to each partner's respective percentage of partnership interest.

9. DISTRIBUTIONS.

9.1. For purposes of this Agreement.

9.1.1. "Net Cash Flow" shall mean:

9.1.1.1. Taxable income for federal income tax purposes as shown on the books of the Partnership, including dividends, capital gains, involuntary conversions, and gains or losses from Section 1231 property, as defined in the Internal Revenue Code of 1986, and any charitable contributions, increased by (a) the amount of the depreciation deductions taken in computing such taxable income, and (b) any non-taxable income received by the Partnership (not including proceeds of any loans), and reduced by (i) payments upon the principal of any indebtedness, secured or unsecured, of the Partnership, (ii) expenditures for capital improvements, additions or replacements (except to the extent of financing through any Partnership indebtedness, secured or unsecured), and (iii) any cash outlays which are used in computing the Partnership's federal taxable income, such as reserves for said improvements, additions or replacements, and such reserves for repairs and reserves to meet anticipated expenses as the general partner shall deem to be reasonably necessary; plus

9.1.1.2. Any other funds deemed by the general partner to be available for distribution.

9.2. The Net Cash Flow of the Partnership shall be distributed at least annually among the partners in proportion to each partner's respective percentage of partnership interest.

9.3. The net proceeds from the sale of all or any portion of the Property or any excess funds resulting from the placement or refinancing of any mortgage on the Property or the encumbrance of the Property in any other manner shall be distributed to the partners in proportion to each partner's respective percentage of partnership interest.

10. RIGHTS AND POWERS OF GENERAL PARTNERS;  
MANAGEMENT OF PARTNERSHIP BUSINESS.

10.1. The general partner shall have sole and complete control of the management and operation of the affairs and business of the Partnership and shall operate the Partnership for the benefit of all of the partners. Unless approved by all the limited partners and unless a replacement general partner steps in, who or which is also approved by all the limited partners, the general partner shall not have the right to withdraw as general partner from the Partnership and any withdrawal by a general partner shall be in breach and violation of this Agreement.

10.2. The general partner (acting for and on behalf and at the expense of the Partnership), in extension and not in limitation of the rights and powers given by law or by the other provisions of this Agreement, shall, in its sole discretion, have the full and entire right, power and authority in the management of the business and affairs of the Partnership.

10.2.1. To purchase, acquire, own, develop, improve, lease, manage and operate, either directly or indirectly, improved or unimproved real estate of any kind (or any interest or interests therein), and to carry on any and all activities related thereto; and to invest and reinvest any funds or monies of the Partnership in such property, real, personal, or mixed, as may be consistent with the purposes of the Partnership set forth in Section 4 hereof.

10.2.2. Subject to the provisions of Section 12 C hereof, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance, lease for any term (including a term extending beyond the term of this Partnership), pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the Partnership Property, whether realty or personalty, upon such terms and conditions as the general partners, in their sole discretion, may deem to be in the best interests of the Partnership, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments.

10.2.3. To cause the Partnership to participate in any capacity, (whether as stockholder, bondholder, creditor, partner, venturer, member, fiduciary, beneficiary or otherwise) in any business or organization or enterprise, whether incorporated or unincorporated, and in any manner or form whatsoever.

10.2.4. To employ agents, servants, employees and independent contractors to assist in



or assume full responsibility for the management and operation of the Partnership business, including persons related to or affiliated with the general partner, and in each such instance, to pay them reasonable compensation therefore.

10.2.5. To commence or defend litigation with respect to the Partnership or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the Partnership and to insure its assets and undertakings and the general partners against any and all risks.

10.2.6. To make loans and extend credit to the Partnership; to borrow money from any partner, bank, lending institution, and other lender for any Partnership purpose, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and encumber the assets of the Partnership to secure repayment of borrowed sums; and no partner, bank, lending institution or other lender to which application is made for a loan by the general partner shall be required to inquire as to the purposes for which such loan is sought, and as between this Partnership and such partner, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement; to obtain replacement or refinancing of any indebtedness or security therefor with respect to any Partnership property, or to repay the same in whole or in part and whether or not a prepayment penalty may be incurred; to increase, modify, consolidate or extend any mortgage or deed of trust placed upon any Partnership property; provided, however, that the interest rate on a loan or loans made by a partner in the Partnership shall not exceed by more than three percent (3%) the prime rate of interest.

10.2.7. To improve, develop, operate and manage real estate; to construct, alter, demolish or repair buildings, structures, or other improvements on real estate; to settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights or privileges with respect to real estate; and to partition and to join with co-owners and others in dealing with real estate in any way.

10.2.8. For purposes of any distributions "in kind" of property of the Partnership among the partners or for other purposes, to appraise (or have appraised) and evaluate the property to be thus distributed; and such appraisals and valuations shall be made by such person or persons as selected or engaged by the general

partner in his sole discretion, and shall be binding on all partners and any other persons interested in the Partnership and the property of the Partnership.

10.2.9. To make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit, and as to all other relevant matters, as the general partner, in its sole discretion, deems necessary or desirable.

10.2.10. To make investments in government, obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the Partnership's funds, or to provide a source from which to meet contingencies; provided, however, that no such investments shall be made that would cause the Partnership to be deemed an investment company under the Federal Investment Company Act of 1940.

10.2.11. To do all such acts and things and engage in all such proceedings, and to execute, acknowledge, seal and deliver all documents or instruments, although not specifically mentioned herein, as the general partner, in its discretion, may deem necessary or desirable to conduct the business of the Partnership and to carry out the purposes of the Partnership and, in general, to carry on and do all things necessary to conduct the affairs of the partnership with all the powers that an individual may have in dealing with his own affairs.

10.3. All powers of the general partner hereunder may be exercised by it and any or all of such powers may be assigned or delegated by the General Partner to any other person, except the limited partner(s), including persons and entities related to or affiliated with the general partner.

10.4. In addition to the specific rights and powers herein granted to the general partner, the general partner shall possess and may enjoy and exercise all of the rights and powers of general partners as provided in the MRULPA.

10.5. The general partner, or its delegate, as the case may be, shall devote such of its time to the business of the Partnership as it may, in its sole discretion, deem to be necessary to conduct said business. Any of the partners, or any stockholder, officer, director, employee or other person holding a legal or beneficial interest in any entity which is a partner, may engage in or

possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the Partnership, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the Partnership nor the partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

10.6. The general partner, on behalf of the Partnership, may contract with any person related to or affiliated with the general partner, and the general partner and such persons related to or affiliated with the general partner (including any of the directors, officers or employees of such person) their designees and nominees, shall not be liable to the Partnership or to any of the partners for damages, losses, liability or expenses of any nature whatsoever resulting from errors in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

11. **LEGAL TITLE TO PARTNERSHIP PROPERTY.** Legal title to all or any portion of the property of the Partnership shall be held in the name of "BLUE STAR LIMITED PARTNERSHIP", or in such other manner as the general partner, in its sole discretion, shall determine to be in the best interest of the Partnership. Without limiting the foregoing grant of authority, the general partner may arrange to have title taken and held in its own name or in the names of trustees, nominees or straw parties for the Partnership. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the Partnership is solely for the convenience of the Partnership, and that all such property shall be treated as Partnership property subject to the terms of this Agreement.

11.1. The Partnership shall also have the right to sell or assign its Auction Purchase Contract to a would be purchaser prior to actually taking title to the property, provided such can be approved by the attorneys representing the purchaser from BLUE STAR LIMITED PARTNERSHIP.

## 12. **STATUS OF LIMITED PARTNERS.**

12.1. No limited partner, in addition to the exercise of his rights and powers as a limited partner, shall take part in the control of the business of the Partnership.



12.2. The limited partners shall have no voting rights, except those pertaining to the dissolution and winding up of the Partnership, as set forth in Section 15; the sale of all or substantially all of the assets of the Partnership, as set forth in this Section 12; approving an amendment to this Agreement, as set forth in this Section 12; the sale or transfer of the Partnership itself; and the replacement of the general partner.

12.3. The general partner shall have the authority to amend this Agreement provided that any such amendment shall have received the consent of the limited partners. A sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Partnership shall require the consent of all partners.

12.4. Meetings of the Partnership for any purpose shall be held at the call of the general partner. All such meetings shall be held at a place designated by the general partner, and written notice of such location and of the date and time of the meeting shall be given by the general partner to each limited partner at least ten (10) days prior to such date.

### 13. ASSIGNABILITY OF PARTNERSHIP INTERESTS.

13.1. Except as otherwise provided in Section 10.1, Section 11.1, Section 12.2, and this Section 13, the general partner shall not have the right to withdraw from the Partnership or to assign all of its partnership interest in the Partnership. Any part but not all of the partnership interest of the general partner, as general partner, shall be assignable to a spouse, ancestor, descendant, brother or sister of a general partner or to a testamentary or inter-vivos trust of which the beneficiaries are one or more of a group consisting of the spouse, ancestor, descendant, brother or sister of the general partner, provided that such assignment does not terminate the Partnership for federal income tax purposes; and the assignee thereof shall be a limited partner entitled to all the rights and powers and shall be a limited partner entitled to all the rights and powers and shall be subject to all the restrictions and liabilities of a limited partner under this Agreement and the MRULPA.

13.2. Subject to the further provisions hereof and to the consent of the general partner, the partnership interest of the limited partners shall be assignable, provided such assignment does not terminate the Partnership for federal income tax purposes. If the assigning limited partner so provided in the instrument of assignment, the assignee shall become a limited partner of

the Partnership, provided that the assignee pays the fees, not to exceed One Thousand Dollars (\$1,000.00), to the Partnership to cover the costs and expenses of preparing, executing and filing of a Certificate of Amendment with the Department.

13.3. The partnership interest owned by an assignee who has not become a limited partner in accordance with the provisions of this Section 13 shall be assignable to the same extent as if such assignee had become a limited partner, but any such assignment shall be subject to all the provisions of this Section 13.

13.4. In the event of an assignment pursuant to this Section 13, the Partnership shall continue with respect to the remaining partners, appropriate adjustments shall be made to their capital accounts and partnership interests to reflect the assignment of the partnership interest of the assignor partner, and an election may be made by the general partner, in its sole discretion, to adjust the basis of Partnership assets in accordance with Section 754 of the Internal Revenue Code of 1986, and the similar provisions of the tax law of any state or other jurisdiction.

13.5. Anything contained in this Agreement to the contrary notwithstanding, the limited partners hereby warrant and represent to the Partnership and to the general partner, jointly and severally, that the partnership interest acquired by the Limited Partnership is being acquired by it for its own account, for investment only, and not with a view to, the offer for sale or the sale in connection with, the distribution or transfer thereof. The limited partners further warrant and represent to the Partnership and to the general partner jointly and severally, that the limited partner(s) is not participating, directly or indirectly, in a distribution or transfer of such partnership interest, nor is it participating, directly or indirectly, in the underwriting of any such distribution or transfer of such Partnership interests. The limited partners further warrant and represent to the Partnership and to the general partner, jointly and severally, that they will not act in any way that would constitute them to be an underwriter, within the meaning of the Securities Act of 1933 (the "Act"), of such partnership interest.

Each of the partners hereby agrees that its partnership interest and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend in substantially the form set forth at the top of the first page of this Agreement. Except upon the sale or transfer of

the entire limited partnership, such partnership interest shall not be transferable except upon the conditions specified in this Section 13 E. Each of the limited partners realizes and agrees that, by becoming a limited partner in the Partnership pursuant to the terms of this Agreement and the aforesaid legend, prior to any permitted transfer of a partnership interest, it shall give written notice to the general partner expressing its desire to effect such transfer and describing the proposed transfer. Upon receiving such notice, the general partner shall present copies thereof to counsel for the Partnership and the following provisions shall apply:

(a) If in the opinion of such counsel the proposed transfer of such partnership interest may be effected without registration thereof under the Act, as then in force, or any similar statute then in force, and applicable state securities law, the general partners shall promptly thereafter notify the holder of such partnership interest, whereupon such holder shall be entitled to transfer such partnership interest all in accordance with the terms of the notice delivered by such holder to the general partner, this Agreement and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and applicable state securities law.

(b) If in the opinion of such counsel the proposed transfer of such partnership interest may not be effected without registration of such partnership interest under the Act and applicable state securities law, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer, and such transfer shall not be made unless such registration is then in effect.

The limited partners realize that their (its) partnership interest is not and will not be registered under the Act or under the Maryland Securities Act (the "State Act") and that the Partnership does not file periodic reports with the Securities Exchange Act of 1934. The limited partners also understand that the Partnership has not agreed to register its partnership interest for distribution in accordance with the provisions of the Act or the State Act, and that the Partnership has not agreed to comply with any exemption under the Act or State Act for the sale hereafter of such securities. Hence; it is the understanding of the limited partners that by virtue of the provisions of certain rules respecting "restricted securities" promulgated under the Act, its partnership interest must be held by it indefinitely unless and until subsequently registered under the Act and applicable state

securities law, unless an exemption from the registration is available, in which case such limited partner may still be limited as to the amount of his partnership interest that he may sell.

14. GENERAL PARTNER CEASING TO BE SUCH. The Partnership shall not be dissolved and the affairs of the Partnership shall not be wound up upon the general partner ceasing to be general partner upon the happening of any of the events set forth in Section 10-402 of the MRULPA; so long as there shall be at least one general partner of the Partnership remaining, the business of the Partnership shall be continued under this express right to do so. The sale or transfer of the entire Partnership may be structured upon the approval of all the general and limited partners, so that the Partnership continues without interruption.

15. DISSOLUTION OF THE PARTNERSHIP.

15.1. The Partnership shall be dissolved and its affairs shall be wound up upon the first to occur of any of the following events:

15.1.1. The consent of the partners whose respective percentages of partnership interest exceed 70% in the aggregate of the total 100% of the partnership interests of the Partnership.

15.1.2. The sale of all or substantially all of the Partnership assets.

15.1.3. The expiration of the term of the Partnership.

15.1.4. The unanimous consent of the general partners.

15.1.5. All the general partners cease to be such.

15.1.6. The entry of a decree of judicial dissolution under Section 10-802 of the MRULPA.

15.2. Upon a dissolution of the Partnership the assets shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefore, shall be applied and distributed in order of priority as follows:

15.2.1. First, to creditors, including partners who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the

Partnership other than liabilities for distributions to partners under this Agreement.

15.2.2. Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

15.2.3. Third, to the creation of any reserves which may be deemed reasonably necessary by the general partners for contingent liabilities of the Partnership (which reserves shall be held in escrow or in trust).

15.2.4. Fourth, to partners and former partners in satisfaction of liabilities for distributions under this Agreement.

15.2.5. The balance remaining, if any, to partners first for the return of their contributions and second respecting their Partnership interests in the proportion to each partner's respective percentage of partnership interest.

15.3. Upon the dissolution and the commencement of the winding up of the Partnership, the general partners shall execute and cause to be filed with the Department a Certificate of Cancellation of the Partnership.

15.4. The general partner shall not be personally liable for the return or repayment of all or any portion of the contributions of any partner; any such return or repayment shall be made solely from Partnership assets.

16. **BANK ACCOUNTS.** The funds of the Partnership shall be deposited in such bank account or accounts as the general partners shall deem appropriate, in its sole discretion, and the general partner shall arrange for the appropriate conduct of such accounts.

17. **BOOKS OF ACCOUNT; ACCOUNTING YEAR; AUDITS; REPORTS TO LIMITED PARTNERS.**

17.1. The partnership books shall be kept on the cash receipts and disbursements method or on accrual method as the general partner, in its sole discretion, may determine.

17.2. A compilation or review shall be made as of the end of each Partnership Fiscal Year by such independent certified public accountants as the general



partner, in its sole discretion, may, from time to time, designate.

17.3. The general partner, within ninety (90) days after the close of the Partnership's Fiscal Year, shall mail to the limited partners an annual report containing complied or reviewed financial information of the business of the Partnership for such accounting year and shall, at the same time, furnish each partner of the Partnership with all of the information, which is relevant to such partner for federal income tax purposes. The annual report may contain such other information as the general partner, in its sole discretion, may determine. The general partner may send to the limited partners such quarterly, semi-annual and other reports or other information as the general partner, in its sole discretion, may designate.

18. INDEMNIFICATION. Except in the case of action, other personal contracts between the parties, or failure to act by a general partner that constitutes willful misconduct or recklessness, the Partnership shall indemnify and hold harmless the general partners from and against any and all claims and demands whatsoever arising out of or in connection with the Partnership or the status of the general partners as general partners of the Partnership. Such indemnification shall be made solely from the assets of the Partnership. For the purposes of this Section 18, a general partner shall be deemed to be a director within the meaning of Section 2-418; the Partnership shall be deemed to be a corporation within the meaning of Section 2-418; and the general partners shall be deemed to be the Board of Directors within the meaning of Section 2-418.

19. MISCELLANEOUS PROVISIONS.

19.1. Unless otherwise provided in this Agreement, no partner shall be liable to any other partner or to the Partnership for any good-faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

19.2. Nothing herein contained shall be construed to constitute any partner hereof the agent of any other partner or to limit in any manner the partners in the carrying on of their own respective business or activities.

19.3. All notices or other communications provided for herein shall be given by first class certified or registered U.S. Mail, return receipt requested, all required postage prepaid, if to a Partner, to the address of the Partner set forth on the signature pages to this Agreement, unless notice of a change of address is given to

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the Partnership as set forth in Section 3 hereto, or as later changed. Time periods shall commence on the date of mailing of a notice or any other communication. Any notice which is required to be given within a stated period of time shall be considered timely if postmarked before midnight of the last day of such period. All notices or other communications shall be deemed received when given, as aforesaid. Notice requirements may be waived in written form only.

19.4. The limited partners hereby make, constitute and appoint the general partner, with full power of substitution, its true and lawful attorney, for it (them) and its name, place and stead and for its use and benefit to sign, seal and file with the Department the Initial Certificate of Limited Partnership of the Partnership admitting him (them) as a limited partner to this Partnership in accordance with the laws of the State of Maryland or the laws of any other state in which such a certificate is required to be filed.

19.5. The power of attorney granted hereunder to the general partner is a special power of appointment coupled with an interest, is irrevocable, and shall (to the extent permitted by applicable law) survive the disability of the limited partners.

19.6. The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice-versa), wherever appropriate. The headings herein are inserted only as a matter of convenience, and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provision thereof.

19.7. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, warranties and representations among the parties hereto with respect to the Partnership, the business of the Partnership and the Property of the Partnership, and there are no covenants, promises, agreements, warranties or representations, oral or written, express or implied, among them other than as set forth herein.

19.8. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but, in such event that provision of this Agreement thus affected shall

be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

20. **GOVERNING LAW.** It is the intention of the parties hereto that this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

21. **BURDEN AND BENEFIT.** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, guardians, executors, administrators, personal and legal representatives, and successors and to the assigns of the parties hereto to the extent, but only to the extent, the same is provided for in accordance with, and permitted by, the provisions of this Agreement.

22. **COUNTERPARTS EXECUTION.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

WITNESS:

BSL, INC.  
P.O. Box 376  
Millington, MD 21651

Dolores E. Willis

By: [Signature]  
RICHARD F. BEAVERS,  
President

Initial Contribution - \$35,000.00 per Section 7.2  
Percentage of Partnership Interest - 1%

Dolores E. Willis

[Signature]  
HAROLD J. TULLEY  
624 South Main Street  
Bel Air, Maryland 21014

Initial Contribution - \$100.00 per Section 7.2  
Percentage of Partnership Interest - 1%

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Robert C. Wilkes

Terri L. Beavers

TERRI L. BEAVERS

P.O. Box 376

Millington, MD 21651

Initial Contribution - \$100.00 per Section 7.2  
Percentage of Partnership Interest - 98%

d5/92\beav1-1

3454 2328

# STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

LIBER

6 PAGE 368

DOCUMENT CODE 20

BUSINESS CODE \_\_\_\_\_

COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

M 3428810  
Merging  
(Transferor) \_\_\_\_\_

Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|    |           |                                    |
|----|-----------|------------------------------------|
| 10 | <u>50</u> | Expedited Fee                      |
| 20 | _____     | Organ. & Capitalization            |
| 61 | _____     | Rec. Fee (Arts. of Inc.)           |
| 62 | _____     | Rec. Fee (Amendment)               |
| 63 | _____     | Rec. Fee (Merger or Consolidation) |
| 64 | _____     | Rec. Fee (Transfer)                |
| 65 | _____     | Rec. Fee (Dissolution)             |
| 66 | _____     | Rec. Fee (Revival)                 |
| 52 | _____     | Foreign Qualification              |
| 50 | _____     | Cert. of Qual. or Reg.             |
| 51 | _____     | Foreign Name Registration          |
| 13 | <u>31</u> | <u>1</u> Certified Copy <u>25</u>  |
| 56 | _____     | Penalty                            |
| 54 | _____     | For. Supplemental Cert.            |
| 53 | _____     | Foreign Resolution                 |
| 73 | _____     | Certificate of Conveyance          |

Name Change  
(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
\_\_\_\_\_ and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

Code \_\_\_\_\_

|       |           |  |
|-------|-----------|--|
| 75    | _____     | Special Fee                            |
| 80    | _____     | For. Limited Partnership               |
| 83    | _____     | Cert. Limited Partnership              |
| 84    | <u>50</u> | Amendment to Limited Partnership       |
| 85    | _____     | Termination of Limited Partnership     |
| 21    | _____     | Recordation Tax                        |
| 22    | _____     | State Transfer Tax                     |
| 23    | _____     | Local Transfer Tax                     |
| 31    | _____     | _____ Corp. Good Standing              |
| NA    | _____     | Foreign Corp. Registration             |
| 87    | _____     | _____ Limited Part. Good Standing      |
| 71    | _____     | Financial                              |
| 600   | _____     | _____ Personal                         |
|       | _____     | Property Reports and _____             |
|       | _____     | late filing penalties                  |
| 70    | _____     | Change of P.O., R.A. or R.A.A.         |
| 91    | _____     | Amend/Cancellation, For. Limited Part. |
| _____ | _____     | Other _____                            |
| _____ | _____     | Other _____                            |

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

Dick Bowers  
P.O. Box 376  
Wilmington, MD 21165

TOTAL FEES 131

/ Check \_\_\_\_\_ Cash

2 Documents on 1 checks

APPROVED BY: PCM

NOTE: (410) 778 1223

CERTIFIED  
COPY MADE

CERTIFICATE OF AMENDMENT  
OF  
BLUE STAR LIMITED PARTNERSHIP

LIBER 6 PAGE 369

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND OCTOBER 7, 1992 AT 11:18 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M3420010

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
DICK BEAVERS  
P.O. BOX 376  
MILLINGTON:

MD 21651



072C3060721

A 403873

REC'D & RECORDED

NO. \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORD BOOK

1992 FEB 24 PM 2:13

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

HARFORD CO. CHARLIE'S G. HOBBS

AND TAXATION OF MARYLAND IN LIBER FOLIO 2454 2303

APPROVED FOR

10/13/92 at 10:56 a.m.

WYNDEMEDE LIMITED PARTNERSHIP  
CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (this "Certificate") is made this 9<sup>th</sup> day of October, 1992, by KEENELAND, LTD. IV, a Maryland corporation, as the General Partner.

## EXPLANATORY STATEMENT

Keeneland, Ltd. IV, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

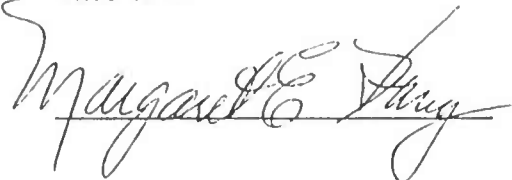
1. The name of the Partnership shall be "Wyndemede Limited Partnership."
2. The address of the principal office of the Partnership is c/o W. Robert Wallis, 522 Rock Spring Avenue, Bel Air, Maryland 21014. The name and address of the resident agent of the Partnership are Philip N. Tirabassi, Esquire, Nowicki & Tirabassi, P.A., 727 North Hickory Avenue, Bel Air, Maryland 21014.
3. The name and business address of the General Partner are: Keeneland, Ltd. IV, 522 Rock Spring Avenue, Bel Air, Maryland 21014.
4. The latest date upon which Partnership shall be dissolved and its affairs wound up shall be December 31, 2042.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

## GENERAL PARTNER:

WITNESS:

KEENELAND, LTD. IV, a Maryland corporation

By:  (SEAL)  
W. Robert Wallis,  
PresidentOctober 9, 1992  
92091401.RAM

22888301

3455 1725

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

'92 OCT 13 AM 10 56

RECEIVED

# STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

LIBER

6 PAGE 371

DOCUMENT CODE 05 38 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

| CODE | AMOUNT    | FEE REMITTED                               |  |
|------|-----------|--|--|
| 10   | <u>30</u> | Expedited Fee                              | Name Change (New Name) _____                                     |
| 20   | _____     | Organ. & Capitalization                    | _____  |
| 61   | _____     | Rec. Fee (Arts. of Inc.)                   | _____  |
| 62   | _____     | Rec. Fee (Amendment)                       | _____  |
| 63   | _____     | Rec. Fee (Merger or Consolidation)         | _____  |
| 64   | _____     | Rec. Fee (Transfer)                        | _____ Change of Name   |
| 65   | _____     | Rec. Fee (Dissolution)                     | _____ Change of Principal Office                                 |
| 66   | _____     | Rec. Fee (Revival)                         | _____ Change of Resident Agent                                   |
| 52   | _____     | Foreign Qualification                      | _____ Change of Resident Agent Address                           |
| 50   | _____     | Cert. of Qual. or Reg.                     | _____ Resignation of Resident Agent                              |
| 51   | _____     | Foreign Name Registration                  | _____ Designation of Resident Agent and Resident Agent's Address |
| 13   | _____     | _____ Certified Copy _____                 | _____ Other Change _____   |
| 56   | _____     | Penalty                                    | _____  |
| 54   | _____     | For. Supplemental Cert.                    | _____  |
| 53   | _____     | Foreign Resolution                         | _____  |
| 73   | _____     | Certificate of Conveyance                  | _____  |
| 76   | _____     | Certificate of Merger/Transfer             | _____  |
| 75   | _____     | Special Fee                                | Code <u>043</u>  |
| 80   | _____     | For. Limited Partnership                   | ATTENTION: <u>Reck Reck</u>                                      |
| 83   | <u>50</u> | Cert. Limited Partnership                  | _____  |
| 84   | _____     | Amendment to Limited Partnership           | _____  |
| 85   | _____     | Termination of Limited Partnership         | _____  |
| 21   | _____     | Recordation Tax                            | _____  |
| 22   | _____     | State Transfer Tax                         | _____  |
| 23   | _____     | Local Transfer Tax                         | _____  |
| 31   | _____     | _____ Corp. Good Standing                  | MAIL TO ADDRESS: _____   |
| NA   | _____     | Foreign Corp. Registration                 | _____  |
| 87   | _____     | _____ Limited Part. Good Standing          | _____  |
| 71   | _____     | Financial                                  | _____  |
| 600  | _____     | _____ Personal                             | _____  |
|      | _____     | Property Reports and late filing penalties | _____  |
| 70   | _____     | Change of P.O., R.A. or R.A.A.             | _____  |
| 91   | _____     | Amend/Cancellation, For. Limited Part.     | _____  |
|      | _____     | Other _____                                | _____  |
|      | _____     | Other _____                                | _____  |

TOTAL FEES 80

☒ Check ☐ Cash

NOTE:

\_\_\_\_\_ Documents on \_\_\_\_\_ checks

APPROVED BY: AW

3455 1726

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
WYNDEMEDE LIMITED PARTNERSHIP

LIBER 6 PAGE 372

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND OCTOBER 13, 1992 AT 10:56 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3518933

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
NEUBERGER QUINN & GIELEN P A  
ATTN: RICK RUBIN  
EQUITABLE BANK CENTER TOWER II  
100 SOUTH CHARLES STREET  
BALTIMORE MD 21201

075C3061018

A 404154

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE  
1993 FEB 24 PM 2:13

STATE DEPARTMENT OF ASSESSMENTS

HARFORD CO. 3455 1724  
AND TAXATION OF MARYLAND IN LIBER, FOLIO 111



APPROVED FOR RECORD

11/19/92 at 8:59 a.m.

J.R. EWING LIMITED PARTNERSHIP

LIBER

6 PAGE 373

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned General Partner, for the purpose of forming a limited partnership (the "Partnership") pursuant to Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland, hereby certifies on this 18th day of November, 1992:

1. That the name of the Partnership is "J.R. EWING LIMITED PARTNERSHIP."

2. That the address of the principal office of the Partnership in the State of Maryland is 747 Burgh-Westra Way, Abingdon, Maryland 21009.

3. That the name and address of the resident agent of the Partnership are Robert C. Kellner, 233 E. Redwood Street, Baltimore, Maryland 21202.

4. That the name and the business, residence or mailing address of the General Partner are J.R. Ewing, Inc., 747 Burgh-Westra Way, Abingdon, Maryland 21009.

5. That the term of the Partnership shall begin on the date this Certificate is filed with the State Department of Assessments and Taxation of Maryland, and shall continue until December 31, 2042 unless sooner terminated as provided in the Agreement of Limited Partnership executed by and among the General Partner and the Limited Partners of the Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership, under seal, on the day and year first above written.

ATTEST:

GENERAL PARTNER

J.R. Ewing, Inc.

*Alfred D. Kellner*

BY: *Janet Ewing* (SEAL)  
JANET EWING, VICE PRESIDENT

R13235.239

23248462

23248462 3464 0241

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDepartment of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201

LIBER '6 PAGE 374

DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

10 30 Expedited Fee  
20 \_\_\_\_\_ Organ. & Capitalization  
61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
62 \_\_\_\_\_ Rec. Fee (Amendment)  
63 \_\_\_\_\_ Rec. Fee (Merger, Consol.)  
64 \_\_\_\_\_ Rec. Fee (Transfer)  
65 \_\_\_\_\_ Rec. Fee (Dissolution)  
66 \_\_\_\_\_ Rec. Fee (Revival)  
52 \_\_\_\_\_ Foreign Qualification  
50 \_\_\_\_\_ Cert. of Qual. or Reg.  
51 \_\_\_\_\_ Foreign Name Registration  
13 \_\_\_\_\_ Certified Copy \_\_\_\_\_  
56 \_\_\_\_\_ Penalty  
54 \_\_\_\_\_ For. Supplemental Cert.  
53 \_\_\_\_\_ Foreign Resolution  
73 \_\_\_\_\_ Certificate of Conveyance

(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent  
Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

75 \_\_\_\_\_ Special Fee  
80 \_\_\_\_\_ For. Limited Partnership  
83 50 Cert. Limited Partnership  
84 \_\_\_\_\_ Amendment to Limited Partnership  
85 \_\_\_\_\_ Termination of Limited Partnership  
21 \_\_\_\_\_ Recordation Tax  
22 \_\_\_\_\_ State Transfer Tax  
23 \_\_\_\_\_ Local Transfer Tax  
31 \_\_\_\_\_ Corp. Good Standing  
NA \_\_\_\_\_ Foreign Corp. Registration  
87 \_\_\_\_\_ Limited Part. Good Standing  
71 \_\_\_\_\_ Financial

CODE 032ATTENTION: Jamie Partney600 \_\_\_\_\_ Personal  
Property Reports and \_\_\_\_\_  
late filing penalties

MAIL TO ADDRESS: \_\_\_\_\_

70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.  
91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.  
99 \_\_\_\_\_ Art. of Organization (LLC)  
98 \_\_\_\_\_ LLC Amend, Diss, Continuation  
97 \_\_\_\_\_ LLC Cancellation  
96 \_\_\_\_\_ Reg. Foreign LLC  
94 \_\_\_\_\_ Foreign LLC Supplemental  
92 \_\_\_\_\_ LLC Good Standing (short)  
Other \_\_\_\_\_

TOTAL  
FEES 80

Check \_\_\_\_\_ Cash \_\_\_\_\_

NOTE: \_\_\_\_\_

1 Documents on 2 checksAPPROVED BY: HN

3464 0242



CERTIFICATE OF LIMITED PARTNERSHIP  
OF

J.R. EWING LIMITED PARTNERSHIP

LIBER

6 PAGE 375

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND NOVEMBER 19, 1992 AT 8:59 O'CLOCK A. M. AS IN CONFORMITY

WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3538360

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
GORDON, FEINBLATT, ROTHMAN  
HOFFBERGER & HOLLANDER  
1200 GARRETT BLDG.  
233 E. REDWOOD STREET  
BALTIMORE

MD 21202

100C3061614

A 406992

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_

RECORDED IN THE RECORDS OF 1992 FEB 25 PM 1:04

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

CHARLES G. HOBBS, III

AND TAXATION OF MARYLAND IN LIBER FOLIO 3464 0240



*11-19-92 at 9:47 a.m.*  
 CERTIFICATE OF LIMITED PARTNERSHIP

OF  
 MAGNESS PROPERTIES  
 LIMITED PARTNERSHIP

6 PAGE 376

RECEIVED

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this *19th* day of November, 1992, by Magness Properties, Inc. a Maryland corporation, as the General Partner.

ASSESSMENTS & TAXATION

EXPLANATORY STATEMENT

Magness Properties, Inc., desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Magness Properties Limited Partnership."
2. The address of the principal office of the Partnership is 811 Hookers Mill Road, Abingdon, Maryland 21009. The name and address of the resident agent of the Partnership are Magness Properties, Inc., 811 Hookers Mill Road, Abingdon, Maryland 21009.
3. The name and business address of the General Partner are: Magness Properties, Inc., 811 Hookers Mill Road, Abingdon, Maryland 21009.
4. The relations of the partners and the affairs of the Partnership shall be governed by the Act, together with a partnership agreement which may be amended from time to time as set forth therein.
5. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2042.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set

23248239

7464 0269

forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

GENERAL PARTNER:

WITNESS:

Edward J. Warden Jr.

MAGNESS PROPERTIES, INC.

By: [Signature] (SEAL)  
Michael J. Palmisano, President

15057-4/certificate

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

LIBER

6 PAGE 378

DOCUMENT CODE 05 Jm BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_

Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

10 \_\_\_\_\_ Expedited Fee  
20 \_\_\_\_\_ Organ. & Capitalization  
61 \_\_\_\_\_ Rec. Fee (Arts. of Inc.)  
62 \_\_\_\_\_ Rec. Fee (Amendment)  
63 \_\_\_\_\_ Rec. Fee (Merger, Consol.)  
64 \_\_\_\_\_ Rec. Fee (Transfer)  
65 \_\_\_\_\_ Rec. Fee (Dissolution)  
66 \_\_\_\_\_ Rec. Fee (Revival)  
52 \_\_\_\_\_ Foreign Qualification  
50 \_\_\_\_\_ Cert. of Qual. or Reg.  
51 \_\_\_\_\_ Foreign Name Registration  
13 \_\_\_\_\_ Certified Copy \_\_\_\_\_  
56 \_\_\_\_\_ Penalty  
54 \_\_\_\_\_ For. Supplemental Cert.  
53 \_\_\_\_\_ Foreign Resolution  
73 \_\_\_\_\_ Certificate of Conveyance

(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent  
Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

75 \_\_\_\_\_ Special Fee  
80 \_\_\_\_\_ For. Limited Partnership  
83 50 \_\_\_\_\_ Cert. Limited Partnership  
84 \_\_\_\_\_ Amendment to Limited Partnership  
85 \_\_\_\_\_ Termination of Limited Partnership  
21 \_\_\_\_\_ Recordation Tax  
22 \_\_\_\_\_ State Transfer Tax  
23 \_\_\_\_\_ Local Transfer Tax  
31 \_\_\_\_\_ Corp. Good Standing  
NA \_\_\_\_\_ Foreign Corp. Registration  
87 \_\_\_\_\_ Limited Part. Good Standing  
71 \_\_\_\_\_ Financial  
600 \_\_\_\_\_ \_\_\_\_\_ Personal

CODE \_\_\_\_\_

ATTENTION: \_\_\_\_\_

MAIL TO ADDRESS: \_\_\_\_\_

Magnuss Properties  
Limited Partnership  
811 Hookers Mill Rd.  
Shingon, Md. 21009

\_\_\_\_\_ Property Reports and \_\_\_\_\_  
late filing penalties  
70 \_\_\_\_\_ Change of P.O., R.A. or R.A.A.  
91 \_\_\_\_\_ Amend/Cancellation, For. Limited Part.  
99 \_\_\_\_\_ Art. of Organization (LLC)  
98 \_\_\_\_\_ LLC Amend, Diss, Continuation  
97 \_\_\_\_\_ LLC Cancellation  
96 \_\_\_\_\_ Reg. Foreign LLC  
94 \_\_\_\_\_ Foreign LLC Supplemental  
92 \_\_\_\_\_ LLC Good Standing (short)  
\_\_\_\_\_ Other \_\_\_\_\_

TOTAL  
FEES 50

\_\_\_\_\_ Check ☒ Cash

NOTE:

\_\_\_\_\_ Documents on \_\_\_\_\_ checks

APPROVED BY: \_\_\_\_\_

3464 0271

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
MAGNESS PROPERTIES LIMITED PARTNERSHIP LIBER 6 PAGE 379

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND NOVEMBER 19, 1992 AT 9:47 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3538428

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
MAGNESS PROPERTIES LIMITED  
PARTNERSHIP  
811 HOOKERS MILL RD.  
ABINGDON MD 21009



100C3061620

A 406998

REC'D & RECORDED \_\_\_\_\_

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF 1992 FEB 25 PM 1:04

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO. 2464 0268  
AND TAXATION OF MARYLAND IN LIBER (FOLIO) CHARLES G. HIOBEN

LIBER 6 PAGE 380

11/25/92 11:06a  
MINUTES OF SPECIAL MEETING OF DIRECTORS

OF

BEL AIR DEVELOPMENT VIII LIMITED PARTNERSHIP

A special meeting of the Board of Directors of the Corporation was held at the time, date and place set forth below.

All of the Directors being present, the meeting was called to order by the Chairman.

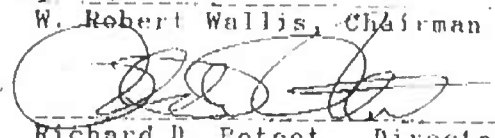
RESOLVED, that the name of the Resident Agent of the Corporation in Maryland is Philip N. Tirabassi, Esquire whose post office address is 727 North Hickory Avenue, Bel Air, Maryland 21014. ✓


RESOLVED, that the signing of these minutes by the Directors shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the was adjourned.

Place: 522 Rock Spring Avenue, Bel Air, Maryland 21014  
Date: November 24, 1992  
Time: 4:00 P.M.

  
W. Robert Wallis, Chairman

  
Richard D. Potect, Director

  
W. Robert Wallis, Secretary

  
W. Robert Wallis, Director

  
Chester L. Price, Director

23328435 3465 1275

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorLIBER 6 PAGE 381  
Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 26 BUSINESS CODE \_\_\_\_\_ COUNTY 62# M2443745 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ NonstockMerging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|    |           |                            |
|----|-----------|----------------------------|
| 10 | <u>39</u> | Expedited Fee              |
| 20 |           | Organ. & Capitalization    |
| 61 |           | Rec. Fee (Arts. of Inc.)   |
| 62 |           | Rec. Fee (Amendment)       |
| 63 |           | Rec. Fee (Merger, Consol.) |
| 64 |           | Rec. Fee (Transfer)        |
| 65 |           | Rec. Fee (Dissolution)     |
| 66 |           | Rec. Fee (Revival)         |
| 52 |           | Foreign Qualification      |
| 50 |           | Cert. of Qual. or Reg.     |
| 51 |           | Foreign Name Registration  |
| 13 |           | Certified Copy _____       |
| 56 |           | Penalty                    |
| 54 |           | For. Supplemental Cert.    |
| 53 |           | Foreign Resolution         |
| 73 |           | Certificate of Conveyance  |

(New Name) \_\_\_\_\_

|                                     |  |
|-------------------------------------|--|
| _____                               | Change of Name   |
| _____                               | Change of Principal Office                                 |
| _____                               | Change of Resident Agent                                   |
| _____                               | Change of Resident Agent Address                           |
| _____                               | Resignation of Resident Agent                              |
| <input checked="" type="checkbox"/> | Designation of Resident Agent and Resident Agent's Address |
| _____                               | Other Change _____   |

76 \_\_\_\_\_ Certificate of Merger/Transfer

|    |          |                                    |
|----|----------|------------------------------------|
| 75 |          | Special Fee                        |
| 80 |          | For. Limited Partnership           |
| 83 |          | Cert. Limited Partnership          |
| 84 |          | Amendment to Limited Partnership   |
| 85 |          | Termination of Limited Partnership |
| 21 |          | Recordation Tax                    |
| 22 |          | State Transfer Tax                 |
| 23 |          | Local Transfer Tax                 |
| 31 |          | Corp. Good Standing                |
| NA |          | Foreign Corp. Registration         |
| 87 | <u>6</u> | Limited Part. Good Standing        |
| 71 |          | Financial                          |

CODE \_\_\_\_\_

ATTENTION: \_\_\_\_\_

600 \_\_\_\_\_ Personal

MAIL TO ADDRESS: \_\_\_\_\_

|    |           |  |
|----|-----------|--|
|    |           | Property Reports and late filing penalties |
| 70 | <u>10</u> | Change of P.O., R.A. or R.A.A.             |
| 91 |           | Amend/Cancellation, For. Limited Part.     |
| 99 |           | Art. of Organization (LLC)                 |
| 98 |           | LLC Amend, Diss, Continuation              |
| 97 |           | LLC Cancellation                           |
| 96 |           | Reg. Foreign LLC                           |
| 94 |           | Foreign LLC Supplemental                   |
| 92 |           | LLC Good Standing (short)                  |
|    |           | Other _____                                |

Bel Air Land Development  
VIII Limited Partnership  
522 Rock Spring Ave  
Bel Air Md 21050

TOTAL  
FEES 55

\_\_\_\_\_ Check \_\_\_\_\_ Cash

NOTE:

\_\_\_\_\_ Documents on \_\_\_\_\_ checks

APPROVED BY: [Signature]

3465 1276

LIBER 6 PAGE 382

CHANGE OF RESIDENT AGENT AND RESIDENT AGENTS ADDRESS  
OF  
BEL AIR LAND DEVELOPMENT VIII LIMITED  
PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND NOVEMBER 25, 1992 AT 11:06 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 10.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M2443745

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED. THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
BEL AIR LAND DEVELOPMENT VIII  
LIMITED PARTNERSHIP  
522 ROCK SPRING AVE.  
BEL AIR MD 21050

105C3062403

A 407730

REC'D & RECORDED

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE  
1993 APR 29 AM 11:05

STATE DEPARTMENT OF ASSESSMENTS  
HARFORD CO.  
CHARLES G. HIOB, III  
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

3465 1274





APPROVED FOR

12/3/92 at 10:34 a.m.

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
STEC PROPERTY LIMITED PARTNERSHIPRECEIVED  
'92 DEC 3 AM 10 34  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made as of the 11th day of November, 1992, by Stec Property, Inc., a Maryland corporation, as the General Partner.

EXPLANATORY STATEMENT

The undersigned, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership (the "Partnership") for the purposes and on the terms and conditions hereinafter set forth and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The business of the Partnership shall be conducted under the name "STEC PROPERTY LIMITED PARTNERSHIP."

2. The purposes for which the Partnership is formed are as follows: (a) to acquire, encumber, develop and dispose of certain real property located in Harford County, Maryland; and (b) to do any and all things necessary convenient or incidental to the foregoing.

3. The address of the principal office of the Partnership is c/o Stec Property, Inc., 811 Hookers Mill Road, Abingdon, Maryland 21009. The name and address of the resident agent of the Partnership are Michael J. Palmisano, 811 Hookers Mill Road, Abingdon, Maryland 21009.

4. The name and business address of the General Partner are Stec Property, Inc., 811 Hookers Mill Road, Abingdon, Maryland 21009.

5. The Partnership shall be dissolved and its affairs wound up upon (a) the expiration of the term of the Partnership (December 31, 2012), or (b) the happening of any other event causing the dissolution of the Partnership under the Act.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of

23388477 2457 1000  
2456 1295

23388478

its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

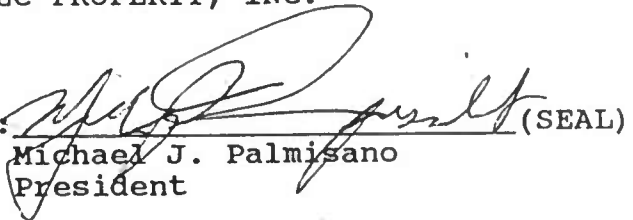
GENERAL PARTNER:

WITNESS:

STEC PROPERTY, INC.



By:



(SEAL)  
Michael J. Palmisano  
President

STEC PROPERTY, INC.  
811 Hookers Mill Road  
Abingdon, Maryland 21009

RECEIVED  
'92 DEC 3 AM 10 34  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

November 30, 1992

State Department of Assessments  
and Taxation  
301 West Preston Street  
Baltimore, Maryland 21201

To Whom It May Concern:

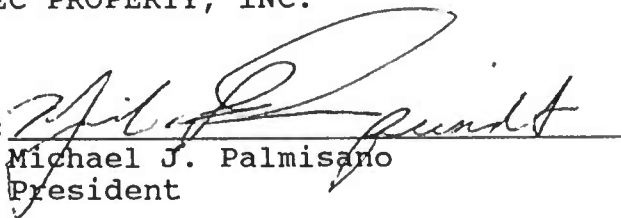
The undersigned corporation hereby consents to the use  
of the name:

"Stec Property Limited Partnership" by its affiliate.

Very truly yours,

STEC PROPERTY, INC.

By:

  
Michael J. Palmisano  
President

SDAT

3467-3466-1297  
1002

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorDEPT. 6 PAGE 386  
Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62  
# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ NonstockMerging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|     |           |  |
|-----|-----------|--|
| 10  | <u>30</u> | Expedited Fee                          |
| 20  | _____     | Organ. & Capitalization                |
| 61  | _____     | Rec. Fee (Arts. of Inc.)               |
| 62  | _____     | Rec. Fee (Amendment)                   |
| 63  | _____     | Rec. Fee (Merger, Consol.)             |
| 64  | _____     | Rec. Fee (Transfer)                    |
| 65  | _____     | Rec. Fee (Dissolution)                 |
| 66  | _____     | Rec. Fee (Revival)                     |
| 52  | _____     | Foreign Qualification                  |
| 50  | _____     | Cert. of Qual. or Reg.                 |
| 51  | _____     | Foreign Name Registration              |
| 13  | _____     | _____ Certified Copy _____             |
| 56  | _____     | Penalty                                |
| 54  | _____     | For. Supplemental Cert.                |
| 53  | _____     | Foreign Resolution                     |
| 73  | _____     | Certificate of Conveyance              |
| 76  | _____     | Certificate of Merger/Transfer         |
| 75  | _____     | Special Fee                            |
| 80  | _____     | For. Limited Partnership               |
| 83  | <u>50</u> | Cert. Limited Partnership              |
| 84  | _____     | Amendment to Limited Partnership       |
| 85  | _____     | Termination of Limited Partnership     |
| 21  | _____     | Recordation Tax                        |
| 22  | _____     | State Transfer Tax                     |
| 23  | _____     | Local Transfer Tax                     |
| 31  | _____     | _____ Corp. Good Standing              |
| NA  | _____     | Foreign Corp. Registration             |
| 87  | _____     | _____ Limited Part. Good Standing      |
| 71  | _____     | Financial                              |
| 600 | _____     | _____ Personal                         |
|     | _____     | Property Reports and _____             |
|     | _____     | late filing penalties                  |
| 70  | _____     | Change of P.O., R.A. or R.A.A.         |
| 91  | _____     | Amend/Cancellation, For. Limited Part. |
| 99  | _____     | Art. of Organization (LLC)             |
| 98  | _____     | LLC Amend, Diss, Continuation          |
| 97  | _____     | LLC Cancellation                       |
| 96  | _____     | Reg. Foreign LLC                       |
| 94  | _____     | Foreign LLC Supplemental               |
| 92  | _____     | _____ LLC Good Standing (short)        |
|     | _____     | Other _____                            |

(New Name) \_\_\_\_\_

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principal Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent  
Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
and Resident Agent's Address  
\_\_\_\_\_ Other Change \_\_\_\_\_

CODE 119ATTENTION: Chris Morgan

MAIL TO ADDRESS: \_\_\_\_\_

TOTAL  
FEES 80

\_\_\_\_\_ Check \_\_\_\_\_ Cash

NOTE:

1 Documents on 2 checksAPPROVED BY: Hu

3467 1003

1299

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
STEC PROPERTY LIMITED PARTNERSHIP

LIBER

6 PAGE 387

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND DECEMBER 3, 1992 AT 10:34 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3545688

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED. THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
ABRAMOFF, NEUBERGER AND LINDER  
CHRIS MORGAN  
250 WEST PRATT STREET, SUITE 800  
BALTIMORE MD 21201

108C3060268

A 408068

REC'D & RECORDED

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE 1993 APR 29 AM 11:06

STATE DEPARTMENT OF ASSESSMENTS HARFORD CO.  
AND TAXATION OF MARYLAND IN LIBER, FOLIO CHARLES G. HIOB 3456 1224



THE VILLAGE OF BYNUM RUN I  
LIMITED PARTNERSHIP

1992 DEC 15 P 3: 06  
1992 DEC 15 P 3: 06

CERTIFICATE OF AMENDMENT

THIS CERTIFICATE OF AMENDMENT is made this 30<sup>th</sup> day of November, 1992, by the undersigned General Partner of Bynum Run I Limited Partnership (the "Partnership").

EXPLANATORY STATEMENT

The Partnership was organized as a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), pursuant to a Limited Partnership Agreement and Certificate of Limited Partnership dated July 20, 1988 filed with the Maryland State Department of Assessments and Taxation (the "SDAT") on July 20, 1988 as amended by a Certificate of Amendment dated March 29, 1990 filed with the SDAT on March 30, 1990 (as amended, the "Partnership Certificate").

First Harbor Management Company, Inc., constituting the sole General Partner of the Partnership hereby amends the Partnership Certificate and certifies as follows:

1. The name of the Partnership shall continue to be "The Village of Bynum Run I Limited Partnership."

2. The address of the principal office of the Partnership shall be changed and the new address shall be 811 Hookers Mill Road, Abingdon, Maryland 21009. The name and address of the resident agent of the Partnership shall be changed and the new name and address of the resident agent shall be Michael J. Palmisano, 811 Hookers Mill Road, Abingdon, Maryland 21009. ✓

3. The business address of the General Partner shall be changed and the new address shall be 811 Hookers Mill Road, Abingdon, Maryland 21009.

4. Except as amended hereby, the Partnership Certificate shall continue in full force and effect and the Partnership and its business shall be continued as amended hereby.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Amendment is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set

STATE DEPARTMENT OF ASSESSMENTS  
RECEIVED FOR RECORD  
12-15-92 at 3:06 p.m.

23518285

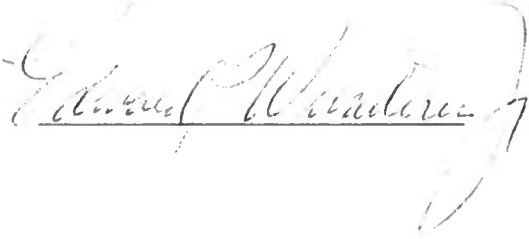
3470 2352

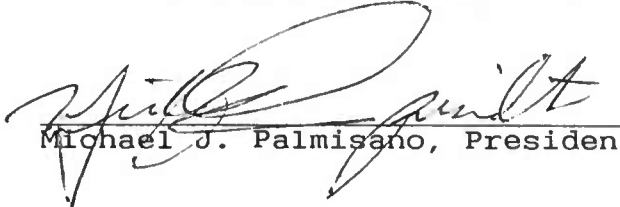
forth herein are true in all material respects, and that it has executed this Certificate of Amendment under seal as of the day and year first above written.

GENERAL PARTNER:

WITNESS:

FIRST HARBOR MANAGEMENT COMPANY, INC.



 (SEAL)  
Michael J. Palmisano, President

15057-3/certificate

3470 2353



## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorLIBER 6 PAGE 390  
Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 20 BUSINESS CODE \_\_\_\_\_ COUNTY 62# M260/706 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ NonstockMerging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

## CODE AMOUNT FEE REMITTED

|     |           |  |
|-----|-----------|--|
| 10  | _____     | Expedited Fee                          |
| 20  | _____     | Organ. & Capitalization                |
| 61  | _____     | Rec. Fee (Arts. of Inc.)               |
| 62  | _____     | Rec. Fee (Amendment)                   |
| 63  | _____     | Rec. Fee (Merger, Consol.)             |
| 64  | _____     | Rec. Fee (Transfer)                    |
| 65  | _____     | Rec. Fee (Dissolution)                 |
| 66  | _____     | Rec. Fee (Revival)                     |
| 52  | _____     | Foreign Qualification                  |
| 50  | _____     | Cert. of Qual. or Reg.                 |
| 51  | _____     | Foreign Name Registration              |
| 13  | _____     | Certified Copy _____                   |
| 56  | _____     | Penalty                                |
| 54  | _____     | For. Supplemental Cert.                |
| 53  | _____     | Foreign Resolution                     |
| 73  | _____     | Certificate of Conveyance              |
| 76  | _____     | Certificate of Merger/Transfer         |
| 75  | _____     | Special Fee                            |
| 80  | _____     | For. Limited Partnership               |
| 83  | _____     | Cert. Limited Partnership              |
| 84  | <u>50</u> | Amendment to Limited Partnership       |
| 85  | _____     | Termination of Limited Partnership     |
| 21  | _____     | Recordation Tax                        |
| 22  | _____     | State Transfer Tax                     |
| 23  | _____     | Local Transfer Tax                     |
| 31  | _____     | Corp. Good Standing                    |
| NA  | _____     | Foreign Corp. Registration             |
| 87  | _____     | Limited Part. Good Standing            |
| 71  | _____     | Financial                              |
| 600 | _____     | _____ Personal                         |
|     | _____     | Property Reports and _____             |
|     | _____     | late filing penalties                  |
| 70  | _____     | Change of P.O., R.A. or R.A.A.         |
| 91  | <u>1</u>  | Amend/Cancellation, For. Limited Part. |
| 99  | _____     | Art. of Organization (LLC)             |
| 98  | _____     | LLC Amend, Diss, Continuation          |
| 97  | _____     | LLC Cancellation                       |
| 96  | _____     | Reg. Foreign LLC                       |
| 94  | _____     | Foreign LLC Supplemental               |
| 92  | _____     | LLC Good Standing (short)              |
|     | _____     | Other _____                            |

(New Name) \_\_\_\_\_

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Change of Name   |
| <input checked="" type="checkbox"/> | Change of Principal Office                                 |
| <input checked="" type="checkbox"/> | Change of Resident Agent                                   |
| <input checked="" type="checkbox"/> | Change of Resident Agent Address                           |
| _____                               | Resignation of Resident Agent                              |
| _____                               | Designation of Resident Agent and Resident Agent's Address |
| _____                               | Other Change _____   |

CODE 054ATTENTION: Sharon Phillips

MAIL TO ADDRESS: \_\_\_\_\_

TOTAL  
FEES50\_\_\_\_\_ Check ☒ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: PA

3470 2354



LIBER 6 PAGE 391

CERTIFICATE OF AMENDMENT  
OF  
THE VILLAGE OF BYNUM RUN I LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND DECEMBER 15, 1992 AT 3:06 O'CLOCK P.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

\$ 50.00

\$ \_\_\_\_\_

M2601706

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED, BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
SEMMES, BOWEN & SEMMES  
SHARON PHILLIPS  
250 WEST PRATT STREET  
BALTIMORE

MD 21201

119C3061722

A 409356

REC'D & RECORDED

NO \_\_\_\_\_ FOLIO \_\_\_\_\_

RECORDED IN THE RECORDS OF THE 1993 APR 29 AM 11:09

STATE DEPARTMENT OF ASSESSMENTS

HARFORD CO.

AND TAXATION OF MARYLAND IN LIBER. FOLIO. CLERK



1006:220  
6:11/16/92  
CERT0052.006

1006:220

6 PAGE 392

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

12/28/92 at 10:26 a.m.

CERTIFICATE OF CANCELLATION

THIS CERTIFICATE OF CANCELLATION is made this 24th  
day of December, 1992, by the undersigned parties.

WITNESSETH:

We, the undersigned, constituting all of the general partners of The Harlan Family Limited Partnership, hereby certify that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time, ("MRULPA") shall have the same meaning as provided in the MRULPA and the word or words listed below within quotation marks shall be deemed to include the word or words which follow them:

- a. "Certificate" - This Certificate of Cancellation.
- b. "Partnership" - The Harlan Family Limited Partnership.

1. Partnership Name. The name of the Limited Partnership is The Harlan Family Limited Partnership.

2. Filing Dates. The date of filing of the initial Certificate is December 31, 1991, and there have been no amendments to the Certificate.

3. Reason for Filing Certificate of Cancellation. The reason for filing Certificate of

RECEIVED  
92 DEC 28 10 26  
92 DEC 28 10 26

23648092

3473 0497

1006:220  
6:11/16/92  
CERT0052.006

LIBER 6 PAGE 393

Cancellation is the consent of all the partners to the dissolution and winding up of the Limited Partnership.

IN WITNESS WHEREOF this Certificate of Cancellation has been signed this 24<sup>th</sup> day of December, 1972.

GENERAL PARTNERS:

Paul B. Harlan Jr.  
Paul B. Harlan, Jr.

K. Louise Harlan Umbarger  
K. Louise Harlan Umbarger

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
Governor

LLOYD W. JONES  
Director

PAUL B. ANDERSON  
Administrator



LIBER 6 PAGE 394  
Department of Assessments and Taxation  
CHARTER DIVISION

Room 809  
301 West Preston Street  
Baltimore, Maryland 21201

DOCUMENT CODE 21 BUSINESS CODE \_\_\_\_\_ COUNTY 62  
# M 3349354 P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

| CODE | AMOUNT    | FEE REMITTED                           |                                     |
|------|-----------|--|-------------------------------------|
| 10   | _____     | Expedited Fee                          | (New Name) _____                    |
| 20   | _____     | Organ. & Capitalization                |                                     |
| 61   | _____     | Rec. Fee (Arts. of Inc.)               |                                     |
| 62   | _____     | Rec. Fee (Amendment)                   |                                     |
| 63   | _____     | Rec. Fee (Merger, Consol.)             |                                     |
| 64   | _____     | Rec. Fee (Transfer)                    |                                     |
| 65   | _____     | Rec. Fee (Dissolution)                 | _____ Change of Name                |
| 66   | _____     | Rec. Fee (Revival)                     | _____ Change of Principal Office    |
| 52   | _____     | Foreign Qualification                  | _____ Change of Resident Agent      |
| 50   | _____     | Cert. of Qual. or Reg.                 | _____ Change of Resident Agent      |
| 51   | _____     | Foreign Name Registration              | _____ Address                       |
| 13   | _____     | _____ Certified Copy _____             | _____ Resignation of Resident Agent |
| 56   | _____     | Penalty                                | _____ Designation of Resident Agent |
| 54   | _____     | For. Supplemental Cert.                | _____ and Resident Agent's Address  |
| 53   | _____     | Foreign Resolution                     | _____ Other Change _____            |
| 73   | _____     | Certificate of Conveyance              |                                     |
| 76   | _____     | Certificate of Merger/Transfer         |                                     |
| 75   | _____     | Special Fee                            |                                     |
| 80   | _____     | For. Limited Partnership               |                                     |
| 83   | _____     | Cert. Limited Partnership              | CODE <u>038</u>                     |
| 84   | _____     | Amendment to Limited Partnership       |                                     |
| 85   | <u>50</u> | Termination of Limited Partnership     |                                     |
| 21   | _____     | Recordation Tax                        |                                     |
| 22   | _____     | State Transfer Tax                     | ATTENTION: <u>Carolyn</u>           |
| 23   | _____     | Local Transfer Tax                     | <u>W. Evans</u>                     |
| 31   | _____     | _____ Corp. Good Standing              |                                     |
| NA   | _____     | Foreign Corp. Registration             |                                     |
| 87   | _____     | _____ Limited Part. Good Standing      |                                     |
| 71   | _____     | Financial                              |                                     |
| 600  | _____     | _____ Personal                         |                                     |
|      | _____     | Property Reports and _____             | MAIL TO ADDRESS: _____              |
|      | _____     | late filing penalties                  |                                     |
| 70   | _____     | Change of P.O., R.A. or R.A.A.         |                                     |
| 91   | _____     | Amend/Cancellation, For. Limited Part. |                                     |
| 99   | _____     | Art. of Organization (LLC)             |                                     |
| 98   | _____     | LLC Amend, Diss, Continuation          |                                     |
| 97   | _____     | LLC Cancellation                       |                                     |
| 96   | _____     | Reg. Foreign LLC                       |                                     |
| 94   | _____     | Foreign LLC Supplemental               |                                     |
| 92   | _____     | _____ LLC Good Standing (short)        |                                     |
|      | _____     | Other _____                            |                                     |

TOTAL FEES 50

☒ Check \_\_\_\_\_ Cash

NOTE:

\_\_\_\_\_ Documents on \_\_\_\_\_ checks

APPROVED BY: [Signature]

3473 0499

CERTIFICATE OF CANCELLATION  
OF  
THE HARLAN FAMILY LIMITED PARTNERSHIP

LIBER 6 PAGE 395

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND DECEMBER 28, 1992 AT 10:26 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ \_\_\_\_\_

RECORDING  
FEE PAID:

\$ 50.00

SPECIAL  
FEE PAID:

\$ \_\_\_\_\_

M3349354

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED. THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
VENABLE, BAETJER AND HOWARD  
ATTN: CAROLYN W. EVANS  
11 S. MAIN ST.  
P.O. BOX 1776  
BEL AIR

MD 21014

128C3062595

A 410140

FILED

RECORDED IN THE RECORDS OF THE 93 MAY 19 PM 12: 22

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION OF MARYLAND IN LIBER, FOL  
CLERK OF CIRCUIT COURT  
HARFORD COUNTY  
MARYLAND



LIBER 6 PAGE 396

APPROVED FOR RECORD

2-2-93 3:09 p.m.

CERTIFICATE OF LIMITED PARTNERSHIP  
OF

OVERVIEW MANOR, SECTION II  
LIMITED PARTNERSHIP

1993 FEB -2 B 3:09

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 31<sup>st</sup> day of January, 1993, by Overview Manor, Section II, Inc., a Maryland corporation, as the General Partner.

EXPLANATORY STATEMENT

Overview Manor, Section II, Inc., desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be " Overview Manor, Section II Limited Partnership."

2. The address of the principal office of the Partnership is 811 Hookers Mill Road, Abingdon, Maryland 21009. The name and address of the resident agent of the Partnership are Overview Manor, Section II, Inc., 811 Hookers Mill Road, Abingdon, Maryland 21009.

3. The name and business address of the General Partner are: Overview Manor, Section II, Inc., 811 Hookers Mill Road, Abingdon, Maryland 21009.

4. The relations of the partners and the affairs of the Partnership shall be governed by the Act, together with a partnership agreement which may be amended from time to time as set forth therein.

5. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2042.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set

3493 2183

30333471



1468

6. PAGE 397

forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

GENERAL PARTNER:

WITNESS:

OVERVIEW MANOR, SECTION II, INC.

Edward J. Winden

By:

Michael J. Palmisano

(SEAL)

Michael J. Palmisano, President

15057-9/certificate

## STATE OF MARYLAND

WILLIAM DONALD SCHAEFER  
GovernorLLOYD W. JONES  
DirectorPAUL B. ANDERSON  
AdministratorLIBER 6 PAGE 398  
Department of Assessments and Taxation  
CHARTER DIVISIONRoom 809  
301 West Preston Street  
Baltimore, Maryland 21201DOCUMENT CODE 05 BUSINESS CODE \_\_\_\_\_ COUNTY 62

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock

Merging  
(Transferor) \_\_\_\_\_Surviving  
(Transferee) \_\_\_\_\_

CODE AMOUNT FEE REMITTED

|    |       |                            |
|----|-------|----------------------------|
| 10 | _____ | Expedited Fee              |
| 20 | _____ | Organ. & Capitalization    |
| 61 | _____ | Rec. Fee (Arts. of Inc.)   |
| 62 | _____ | Rec. Fee (Amendment)       |
| 63 | _____ | Rec. Fee (Merger, Consol.) |
| 64 | _____ | Rec. Fee (Transfer)        |
| 65 | _____ | Rec. Fee (Dissolution)     |
| 66 | _____ | Rec. Fee (Revival)         |
| 52 | _____ | Foreign Qualification      |
| 50 | _____ | Cert. of Qual. or Reg.     |
| 51 | _____ | Foreign Name Registration  |
| 13 | _____ | _____ Certified Copy _____ |
| 56 | _____ | Penalty                    |
| 54 | _____ | For. Supplemental Cert.    |
| 53 | _____ | Foreign Resolution         |
| 73 | _____ | Certificate of Conveyance  |

(New Name) \_\_\_\_\_

76 \_\_\_\_\_ Certificate of Merger/Transfer

|     |           |                                    |
|-----|-----------|------------------------------------|
| 75  | _____     | Special Fee                        |
| 80  | _____     | For. Limited Partnership           |
| 83  | <u>50</u> | Cert. Limited Partnership          |
| 84  | _____     | Amendment to Limited Partnership   |
| 85  | _____     | Termination of Limited Partnership |
| 21  | _____     | Recordation Tax                    |
| 22  | _____     | State Transfer Tax                 |
| 23  | _____     | Local Transfer Tax                 |
| 31  | _____     | _____ Corp. Good Standing          |
| NA  | _____     | Foreign Corp. Registration         |
| 87  | _____     | _____ Limited Part. Good Standing  |
| 71  | _____     | Financial                          |
| 600 | _____     | _____ Personal                     |

|                                     |  |
|-------------------------------------|--|
| _____                               | Change of Name   |
| _____                               | Change of Principal Office                                 |
| <input checked="" type="checkbox"/> | Change of Resident Agent                                   |
| _____                               | Change of Resident Agent Address                           |
| _____                               | Resignation of Resident Agent                              |
| _____                               | Designation of Resident Agent and Resident Agent's Address |
| _____                               | Other Change _____   |

CODE 154

ATTENTION: \_\_\_\_\_

Sharon Phillips

MAIL TO ADDRESS: \_\_\_\_\_

TOTAL  
FEES 50\_\_\_\_\_ Check ☒ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: JMT

3483 2185



LIBER 6 PAGE 399

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
OVERVIEW MANOR, SECTION II LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND FEBRUARY 2, 1993 AT 3:09 O'CLOCK P.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$

\$ 50.00

\$

M3590395

TO THE CLERK OF THE COURT OF HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:  
SEMME, BOWEN & SEMME  
250 WEST PRATT STREET  
BALTIMORE MD 21201

152C3066593



REC'D & RECORDED A 413876

NO FOLIO

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS  
HARFORD CO. CHARLES G. HOBBS III  
CLERK  
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

2483.2182

AMENDMENT TO PARTNERSHIP AGREEMENT  
DAWME ASSOCIATES, a GENERAL PARTNERSHIP

MR. & MRS. RODNEY W. SHELTON, JR.  
2753 Bayside Beach Rd., Pasadena, MD 21122-3635

This Amendment, made this 22nd. day of February, 1993, by and between Arlene Schott, Maxine Bunnell, Elice B. Shelton, Wm. A. Bunnell, all of the present Partners (each being a General Partner thereof) in Dawme Associates, and Harford Associates, a General Partnership, organized and existing under the Partnership laws of the State of Maryland.

WITNESSETH:

Whereas, Dawme Associates, also a General Partnership organized and existing under the Partnership laws of the State of Maryland under Partnership Agreement dated December 3, 1969, and recorded in Liber GRG 832, folio 551, and as heretofore amended; and

REC FE 18.00

SURCHG 2.00

HARF.CO. 20.00

Whereas, Maxine Bunnell, the owner of a forty-six (46%) percent interest in Dawme Associates, and Wm. A. Bunnell, the owner of twenty-two (22%) percent interest in Dawme Associates, each desire to sell all of their right, title and interest in and to said Dawme Partnership; and

WMA#490510 C002 R02 T14:04

Whereas, Elice B. Shelton desires to buy such twenty-two (22%) percent interest of Wm. A. Bunnell, and Harford Associates desires to buy such forty-six (46%) percent of Maxine Bunnell, and all of the parties hereto desire to revise the Partnership Agreement to reflect such changes in ownership and to correctly set forth the names and the resulting interests in said Dawme Partnership.

09/07/93

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereto, and the further considerations as hereinafter expressed, the parties hereto hereby agree as follows:

1. Wm. A. Bunnell hereby sells, transfers and assigns all of his twenty-two (22%) percent right, title and interest in and to Dawme Associates to Elice B. Shelton at and for the price of Twenty-two Thousand, Forty-seven and seventy-three one-hundredths (\$22, 047.73) Dollars, full payment of which amount has been made by said buyer and receipt thereof hereby is acknowledged by the seller.
2. Maxine Bunnell hereby sells, transfers and assigns all of her forty-six (46%) percent right, title and interest in and to Dawme Associates, to Harford Associates for good and valuable consideration and the receipt thereof hereby is acknowledged by seller.
3. The names, partnership status and interest of the General Partners now is as follows:

| Name               | Partnership Status | Interest   |
|--------------------|--------------------|------------|
| Arlene Schott      | General Partner    | 16 Percent |
| Elice B. Shelton   | General Partner    | 38 "       |
| Harford Associates | General Partner    | 46 "       |



4. All restrictions on the full powers of each of the General Partners as set forth in Article 4 of the Amendment Agreement dated December 19, 1987 (which amended Article 3 of Amendment Agreement dated March 24, 1977) hereby are removed. Each and every one of the three General Partners as named in the preceding Article 3 shall have the full right to function with all of the powers and authority as a General Partner as provided under the Partnership Laws of the State of Maryland.

5. The effective date of each of these two sales shall be January 1, 1993, in accordance with the agreement of all the parties hereto.

Except as hereby amended, all of the terms, conditions and agreements as contained in said Partnership Agreement dated December 3, 1989 as heretofore amended shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment Agreement on the date first above written.

Witnesses:

Carlotta Thatcher

Arlene Schott  
Arlene Schott

Licia M. Wilson

Elice B. Shelton  
Elice B. Shelton

Denise J. Milliken

Denise J. Milliken

Maxine Bunnell  
Maxine Bunnell

Denise J. Milliken

Denise J. Milliken

Maxine Bunnell  
Maxine Bunnell

Carlotta Thatcher

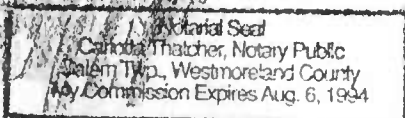
Arlene Schott  
Arlene Schott as General  
Partner, Harford Associates

Samuel A. Aron

Elice B. Shelton  
Elice B. Shelton as General  
Partner, Harford Associates

I hereby certify that on this 23 day of MARCH, 1993, before me, a Notary Public in and for the County and Commonwealth aforesaid, personally appeared ARLENE SCHOTT, known or made known to me, and she made oath in due form of law that she executed the foregoing as an individual and also as a General Partner of Harford Associates, for the purposes and considerations therein expressed, and that the same is her free act and deed.

Witness my hand and Notarial Seal.



Carlotta Thatcher  
Notary Public

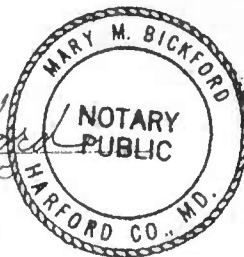
Member, Pennsylvania Association of Notaries  
State of Maryland:

County of Harford

I hereby certify that on this 7<sup>th</sup> day of September, 1993, before me, a Notary Public in and for the County and State aforesaid, personally appeared ELICE B. SHELTON, known or made known to me, and she made oath in due form of law that she executed the foregoing as an individual and also as a General Partner of Harford Associates, for the purposes and considerations therein expressed, and that the same is her free act and deed.

Witness my hand and Notarial Seal.

Mary M. Bickford  
Notary Public



State of Florida:  
County of Sarasota:

My Commission Expires 11-1, 1995

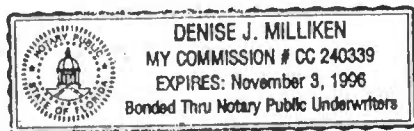
I hereby certify that on this 18<sup>th</sup> day of March, 1993, before me, a Notary Public in and for the County and State aforesaid, personally appeared Wm. A. Bunnell and Maxine Bunnell, each of whom is known or was made known to me, and they each made oath in due form of law that they executed the foregoing for the purposes and considerations therein expressed, and that the same is their free act and deed,

Witness my hand and Notarial Seal.

a

Denise J. Milliken  
Notary Public

Denise J. Milliken



AMENDMENT TO THE PARTNERSHIP AGREEMENT

15 THIS AMENDMENT TO THE PARTNERSHIP AGREEMENT (the "Amendment"), is made the first day of January, 1994, by and among: ROBERT R. CASSILLY, RICHARD B. CASSILLY, VERA F. MORSE, CATHERINE S. CRAHAN, PETER B. CASSILLY, all collectively referred to herein as the Partners.

WHEREAS, the Partners constitute all of the parties to a Partnership Agreement, dated August 20, 1974, and recorded among the Land Records of Harford County, Maryland at Liber H.D.C. No. 962, folio 418 (the "Partnership Agreement"); and REC FE 15.00

WHEREAS, the Partners have prior to the date of this Amendment unanimously determined that the below stated amendments are to be made to the Partnership Agreement and that that determination is to be documented by this Amendment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS: HARF.CO. 15.00

A. The existing paragraph numbered 4 of the Partnership Agreement is hereby deleted and in its place the following paragraph numbered 4 is inserted:

"4. Profit and Loss. The net profits of the Partnership shall be divided and the net loses of the Partnership shall be borne equally by all of the Partners."

B. The following new paragraph numbered 11 is inserted in the Partnership Agreement: 03/14/94

"11. Shares. Subject to the provisions of this Partnership Agreement, the Partners shall be entitled to share the capital and property of the Partnership in equal shares."

C. Except as expressly stated in this Amendment, all parts, terms, and provisions of the Partnership Agreement dated August 28, 1974, shall remain in full force and effect.

RETURN TO:

ROBERT G. CASSILLY, ESQ.  
9 West Courtland Street Suite 200  
Bel Air, Maryland 21014

838-2739

IN WITNESS WHEREOF, the Partners, the parties hereto, have signed and sealed this Agreement.

Edward H. Ward  
Witness

David R. Hays  
Witness

Edw. J. Smith  
Witness

Mary E. Kratochvil  
Witness

Barbara Joan Williams  
Witness

Robert R. Cassilly Jr. (SEAL)  
Robert R. Cassilly Jr.

Richard B. Cassilly (SEAL)  
Richard B. Cassilly

Vera Frances Cassilly Morse (SEAL)  
Vera Frances Cassilly Morse

Catherine C. Crahan (SEAL)  
Catherine C. Cassilly Crahan

Peter B. Cassilly (SEAL)  
Peter B. Cassilly

RETURN TO;

ROBERT G. CASSILLY, ESQ.  
9 West Courtland Street Suite 200  
Bel Air, Maryland 21014

838-2739

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is made this 19<sup>th</sup> day  
 of September, 1977 by and among:

1. ROSS Z. PIERPONT, M. D.
2. WILLIAM K. BRENDLE, M. D.
3. ALFRED W. GRIGOLEIT, M. D.
4. HENRY H. KWAH, M. D.
5. NAK J. IM, M. D.
6. JIN H. RHEE, M. D.

|                |              |
|----------------|--------------|
| IMP FD SURE \$ | 2.00         |
| RECORDING FEE  | 75.00        |
| TOTAL          | 77.00        |
| Reg# HA04      | Rcpt # 13127 |
| CGH IS         | Blk # 924    |
| Apr 16, 1996   | 11:19 am     |

(Hereinafter referred to as "Partners")

1. NAME AND BUSINESS: The parties hereby form a Partnership under the name of CONNOLLY ROAD PARTNERSHIP to carry on the business of purchasing, selling, owning, renting, leasing, and otherwise dealing with a Medical Office Building.

2. OFFICE: The office of the Partnership shall be located in the Surgical Clinic Building at Old Harford Road and Connolly Road in Fallston, Maryland, or at such other location or locations as the Partnership may from time to time designate.

3. TERM: The term of the Partnership shall commence on the date of this Agreement and shall continue until terminated by action of the Partners, as hereinafter provided.

4. CAPITAL: The Partners have made original contributions to the capital of the Partnership in the amounts and percentages as set forth on Exhibit A attached hereto.

5. PROFIT AND LOSS: The net profits or net losses of the Partnership as of the close of the Partnership's fiscal year

LIBER 2366 FOLIO 511



shall be allocated or charged to the Partners' capital accounts in the ratios of their respective original contributions as set forth on Exhibit A attached hereto.

6. CAPITAL ACCOUNTS: An individual capital account shall be maintained for each Partner. The capital account shall consist of his original capital contribution, increased or decreased by his share of Partnership profit or loss, and by distribution to him in reduction of his capital.

7. PURCHASE, LEASING AND FINANCING OF LAND AND IMPROVEMENTS:

(a) The Partnership plans to purchase the property and improvements thereon known as the Surgical Clinic Building located at the intersection of Connolly Road and Old Harford Road in Fallsston, Harford County, Maryland. The Partnership further intends to lease said building in an "as is" condition to the Surgical Clinic, P. A. for a five (5) year term. The proposed Lease Agreement is attached hereto as Exhibit B.

(b) Down payment on the purchase price will be drawn from Partnership Capital. The Partnership intends to borrow from or some other lender doing business in the State of Maryland, the balance of the purchase price of the aforementioned property.

8. MANAGEMENT, DUTIES AND RESTRICTIONS: Each Partner shall have a voice in the management of the Partnership business. Except as may be provided otherwise herein, all decisions relating to the Partnership business shall be made by a vote of Partners owning a majority of the total investment capital accounts of all Partners.



Each Partner may have other business interests and may engage in any other business or trade or professional employment whatsoever on his own account or in partnership with or as an employee of or as an officer, director or stockholder of any other person, firm or corporation, and he shall not be required to devote his entire time to the business of the Partnership. However, such Partners shall disclose to each other Partner any financial or business interest which he has with respect to any transaction to which this Partnership is to become a party.

The Partners shall have authority to sign checks, to call meetings of the Partnership, to act for the Partnership, to sign legal documents on behalf of the Partnership, and to generally supervise the day to day operations, if any, of the Partnership.

9. BANKING: All funds of the Partnership shall be deposited and kept in its name in such Partnership's bank account or accounts as shall be designated by the majority vote of the Partners. All withdrawals therefrom shall be made upon checks signed by any two of the Partners.

10. BOOKS: The Partners shall maintain full and accurate books of account which shall be kept at the Partnership office. Each Partner shall have access to and the right to inspect and copy such books and all other Partnership records.

11. FISCAL YEAR: The fiscal year of the Partnership shall be the calendar year.

12. WITHDRAWALS: Available cash, as determined by the Partners having in the aggregate capital balances exceeding Fifty Percent (50%) of all the Partnership capital balance at such time,

shall be distributed to the Partners in the proportions of their then existing capital balances.

13. DEATH - SALE OF PARTNERSHIP INTEREST: Upon the death of a Partner, the estate of such deceased Partner may offer for sale to the Partnership such deceased Partner's interest. If such offer is made within six (6) months of such deceased Partner's death, the Partnership must purchase such deceased Partner's interest, upon and subject to the terms, covenants and conditions set forth in Paragraph 14 herein.

14. PURCHASE PRICE OF A DECEASED PARTNER'S INTEREST:  
The purchase price of a deceased Partner's interest in the Partnership shall be computed in the following manner:

A. Determination of the total net value of the Partnership assets shall be either:

(1) The agreed upon valuation of the net Partnership assets as determined by the Partners and set forth on Exhibit C attached hereto, as such valuation may be amended annually; or

(2) In the event, however, the last determination of the net Partnership assets is more than fifteen (15) months prior to the deceased Partner's estate's offer to sell, and unless otherwise agreed upon by the Partnership and said deceased Partner's estate, the purchase price shall be determined as follows:

(a) The regular accountant of the Partnership (or another accountant mutually selected by a majority of the Partners within fifteen (15) days after the offer to the Partnership) shall prepare a Statement of Financial Position as of the end of the calendar month coincident with or next preceding the date of death. Except as provided below, this statement shall be prepared in accordance with the accounting principles consistently applied by the Partnership in connection with the maintenance of its books and records.

(b) If the Partnership is utilizing the cash basis, such adjustments shall be made to the total Partnership equity reflected on the Statement of Financial Position as are necessary to reflect ninety percent (90%) of accounts receivable due to the Partnership as of the Statement date (without further reduction for uncollectible accounts) and to reflect any and all prepaid expenses and other accrued assets due to the Partnership and accrued expenses and other accrued liabilities due by the Partnership as of said date, to the end that the total Partnership equity shall be on an accrual basis as adjusted.

(c) The book value of the various items of furniture, fixtures, medical equipment and other equipment included on said Statement of Financial Position shall be adjusted to reflect the appraised value of said items. The appraised value of these items shall be determined by an appraiser to be mutually selected by the Partnership and the deceased Partner's estate. In the event the Partnership and the deceased Partner's estate are unable to mutually select an appraiser, they shall each select an appraiser and the selected appraisers shall jointly appraise the value of said assets. In the event the two appraisers cannot agree upon the value of said assets, they shall appoint a third appraiser and the decision of a majority of the three appraisers as to the value of said assets shall be binding on all parties.

B. The purchase price of said deceased Partner's interest shall be equal to the "Adjusted Capital Balance" of the deceased Partner in the total valuation of the net Partnership assets (as determined in Part A of this Paragraph). The "Adjusted Capital Balance" shall be computed by comparing:

(1) The net value of the total Partnership assets (as determined in Part A of this paragraph) with

(2) The aggregate of all capital account balances of the Partnership.

The applicable proportion of the difference between (1) and (2) above shall then be debited or credited to the said deceased

Partner's account, according to his Profit/Loss ratio (said ratio set out in Paragraph 5 herein). After such adjustments to said deceased Partner's capital account, the capital account will constitute the "Adjusted Capital Balance" and shall be equal to the purchase price of said deceased Partner's interest in the Partnership.

15. TERMS OF PAYMENT UPON DEATH OF PARTNER: The purchase price upon the death of a Partner (as determined under Paragraph 14 herein) shall be payable as follows:

A. An initial payment equal to the greater of the following amounts:

(1) The proceeds of any life insurance on the life of said deceased Partner received by the Partnership; not, however, in excess of the total of the purchase price of such Partnership interest; or

(2) Twenty-five percent (25%) of the purchase price.

Said initial payment is to be paid at settlement which shall occur within ninety (90) days after the date of death of said deceased Partner.

B. The balance of the purchase price, if any, shall be represented by a Confessed Judgment Note executed by the Partnership requiring payment of the balance of the purchase price in three (3) equal consecutive annual installments commencing one (1) year after settlement, bearing interest at one percent (1%) above the prime interest rate (calculated upon each interest payment date) then being charged by a majority of Baltimore metropolitan banks, said interest to be paid quarterly.

16. INTERVIVOS SALE OF PARTNERSHIP INTEREST: If any Partner desires to dispose of his Partnership interest, he must



first offer to sell such interest or any portion thereof in the Partnership to the Partnership itself, upon stated terms, including price, period of payment, deposit, etc. Said offer to be bona fide in writing and sent to all of the Partners. Upon receipt of such offer to sell, the Partnership may, within ninety (90) days, accept the aforesaid offer to sell and thereby purchase the interest of said Partner. Failure on the part of the Partnership to accept the offer shall entitle the offering Partner (within six (6) months of the expiration of the offer to sell to the Partnership) to sell said interest in the Partnership to any other party upon the same terms and conditions as offered to the Partnership.

In the event that such Partner is unable to sell his interest in the Partnership as hereinabove provided, then the Partnership shall be terminated and liquidated in accordance with the provisions of Paragraph 19 of this Agreement.

17. ADDITIONAL PARTNERS: Subject to the approval of all of the Partners, additional Partners may be admitted to the Partnership. Such additional Partners shall contribute to the capital of the Partnership a cash amount as shall be determined by the Partners and the Partners shall determine the Profit/Loss sharing interest which such new Partners shall take in the Partnership.

18. CONTINUATION: If the capital account or interest of a withdrawing or a deceased Partner is purchased in accordance with an option to purchase granted under the provisions of Paragraphs 12, 14, 15 or 16 of this Agreement, the Partnership

business shall not terminate but shall continue, as of the effective date of transfer, after an appropriate adjustment is made in the capital accounts of the remaining or surviving Partners as the case may be, in accordance with the provisions of this Agreement.

19. LIQUIDATION: The Partnership may be dissolved and terminated upon the vote or agreement of Partners having a majority of the capital account balances in the Partnership from time to time, and may be dissolved and terminated upon the failure of the remaining or surviving Partners to exercise an option to purchase granted under the provisions of Paragraph 16 of this Agreement.

Upon the dissolution or liquidation of the Partnership, and the winding up of its affairs, the Partners shall share in the distribution of the assets of the Partnership (whether in kind or resulting from liquidation and/or sale of Partnership property), and such distribution of the Partnership assets shall occur in the following manner:

A. The books of the Partnership shall be closed as of the date of liquidation and the net profits or net losses of the Partnership's business shall be determined as of the date of liquidation and shall be allocated to each Partner in accordance with the provisions of Paragraph 5 hereof.

B. If distribution is to be made in kind, the following procedure shall be implemented:

Accounting. Within thirty (30) days of the decision to liquidate, the regular accountant of the Partnership shall value all Partnership property at its then market value (as of the date of the decision to liquidate), in writing. Said

accountant's determination shall be binding on the Partnership, unless another value is unanimously agreed upon. Any differences between the market valuation of the Partnership property and the book value of said Partnership property shall be treated as profit or loss and shall be allocated to each Partner's capital account in the same proportion as other profits and losses (as set out in Paragraph 5 herein).

C. In settling accounts after dissolution, the liabilities of the Partnership shall be paid as follows:

(1) The debts of the Partnership, other than to the Partners themselves, shall first be paid.

(2) The debts of the Partnership to the Partners, other than for capital and profits, shall next be paid.

(3) The remainder shall be distributed to the Partners according to the capital accounts of said Partners.

20. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or to the interpretation, breach, or enforcement thereof, shall be submitted to three (3) arbitrators and settled by arbitration in the City of Baltimore in accordance with the rules, then obtaining, of the American Arbitration Association. Any award made by a majority of such arbitration shall be final, binding and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof.

21. NOTICES: Wherever provision is made in this Agreement for the giving, service or delivery of any notice or other instrument, such notice shall be deemed to have been duly given if mailed by U. S. registered or certified mail, addressed

to the party entitled to receive same, at the Partnership's address as set forth in this Agreement; provided, however, that each party hereto may change his mailing address by giving to each other party to this Agreement written notice of election to change such address and of such new address.

22. BENEFIT: The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals the day and year first above written.

WITNESS:

Kathryn G. Davis

Ross Z. Pierpont  
Ross Z. Pierpont, M. D.

Kathryn G. Davis

William K. Brendle  
William K. Brendle, M. D.

Kathryn G. Davis

Alfred W. Grigoleit  
Alfred W. Grigoleit, M. D.

Kathryn G. Davis

Henry H. Kwah  
Henry H. Kwah, M. D.

Kathryn G. Davis

Nak J. Im  
Nak J. Im, M. D.

Kathryn G. Davis

Jin H. Rhee  
Jin H. Rhee, M. D.



LIBER 6 PAGE 415

EXHIBIT "A"

| <u>Name of Partner</u>        | <u>Amount of Contribution</u> | <u>Percentage</u> |
|-------------------------------|-------------------------------|-------------------|
| 1. Ross Z. Pierpont, M. D.    | \$ 4,000.00                   | 16-2/3%           |
| 2. William K. Brendle, M. D.  | 4,000.00                      | 16-2/3%           |
| 3. Alfred W. Grigoleit, M. D. | 4,000.00                      | 16-2/3%           |
| 4. Henry H. Kwah, M. D.       | 4,000.00                      | 16-2/3%           |
| 5. Nak J. Im, M. D.           | 4,000.00                      | 16-2/3%           |
| 6. Jin H. Rhee, M. D.         | 4,000.00                      | 16-2/3%           |

## ASSIGNMENT OF PARTNERSHIP INTEREST AND AGREEMENT

Reg# HA04

Rcft # 13891

## THIS ASSIGNMENT OF PARTNERSHIP INTEREST AND AGREEMENT,

CGH DS B1k # 928

made this 3rd day of April, 1996, by and between NAK J. IM, M. D.

May 08, 1996

04:06 PM

(hereinafter referred to as Dr. Im), JIN H. RHEE, M. D. (hereinafter referred to as Dr. Rhce), and

JEAN LEE, M. D. (hereinafter referred to as Dr. Lee).

WHEREAS by Partnership Agreement dated the 19th day of September, 1977, a partnership known as the Connolly Road Partnership was formed pursuant to the terms and conditions as set forth therein, said Partnership Agreement being recorded among the Partnership Records of Harford County, Maryland at Liber 2, Page 352; and

WHEREAS by an undated Agreement intended to be recorded among the Partnership Records of Harford County, Maryland immediately prior hereto the structure of the Connolly Road Partnership was changed so that Dr. Im and Dr. Rhee are the only partners thereof; and

WHEREAS Dr. Rhce wishes to assign his interest in Connolly Road Partnership to Dr. Lee and Dr. Lee wishes to accept the same:

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sum of One Dollar (\$1.00), each party paid to the other, the receipt whereof is hereby acknowledged, and in further consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## 1. ASSIGNMENT OF INTEREST

Dr. Rhee does hereby assign his fifty percent (50%) interest in Connolly Road Partnership to Dr. Lee and the remaining fifty percent (50%) shall be retained by Dr. Im.

5-9-96 Mailed to:

Law Offices  
of  
**REED & HATEM**  
608 S. Main St.  
Bel Air, MD  
21014

## 2. PARTNERSHIP PROPERTY

The parties acknowledge that the sole asset of Connolly Road Partnership as of the execution of this Agreement is the real property and improvements known as 669 Revolution Street, Havre de Grace, Maryland 21078. Prior to the execution of this Assignment, by Deed of even date herewith, the real property and improvements known as 1800 Harford Road, Fallston, Maryland 21047 was conveyed by Connolly Road Partnership to Dr. Im and Dr. Rhee. It is understood and agreed by all parties hereto that Dr. Lee shall not acquire any interest in the aforesaid real property and improvements known as 1800 Harford Road, Fallston, Maryland 21047.

## 3. CONSIDERATION

Dr. Lee shall pay to Dr. Rhee the sum of One Hundred Forty Thousand Dollars ((\$140,000.00) at settlement payable by assuming responsibility for the payment of Dr. Rhee's share of the indebtedness owed to 1st Virginia Bank referenced in paragraph 4 hereof and the balance in cash. Taxes and insurance shall be prorated as of the date of settlement.

## 4. DISCLAIMER

Dr. Rhee hereby disclaims any and all interest in the said partnership having had his partnership interest purchased by Dr. Lee. Dr. Rhee acknowledges receipt of the full consideration paid or to be paid for the purchase of his interest in said partnership and further declares that said interest was transferred to Dr. Lee subject to his portion of a lien of 1st Virginia Bank in the total amount of One Hundred Ninety Two Thousand One Hundred Thirty Five Dollars and Forty Six Cents (\$192,135.46).

## 5 INDEMNIFICATION

Dr. Lee hereby indemnifies and saves harmless Dr. Rhce from and against any partnership liability from and after the date of the purchase of his partnership interest.

## 6. RATIFICATION OF AGREEMENT

Dr. Lee by his execution hereof does hereby accept the duties and responsibilities of the Partnership Agreement dated September 19, 1977 as modified by the undated Assignment of Partnership referenced above and the Modification Agreement of even date herewith. It is acknowledged by all parties that, except as referenced in this Assignment, there have been no other changes to the Partnership Agreement since the original execution on September 19, 1977.

## 7. COMPLETE AGREEMENT

This Agreement represents the complete understanding between the parties hereto and supersedes all prior negotiation, representations or agreements, whether written or verbal, as to the matters described herein.

## 8. CONTROLLING LAW

This Assignment shall be governed and interpreted by and pursuant to the laws of the State of Maryland.

## 9. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

## 10. SUCCESSORS AND ASSIGNS

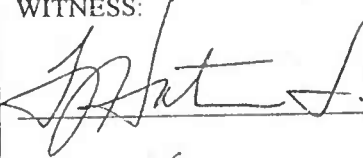
The covenants, agreements and conditions herein contained shall inure to the benefit of and bind upon the personal representatives, successors and assigns of the parties hereto.

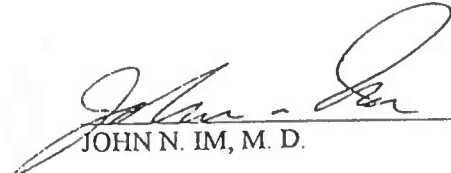
11. ACCEPTANCE BY REMAINING PARTNER

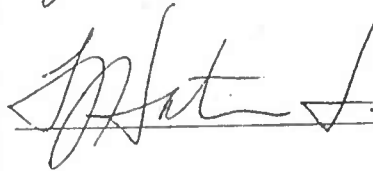
Dr. Im, by his execution below, does hereby acknowledge and accept the Assignment of Partnership Interest by Dr. Rhee to Dr. Lee.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

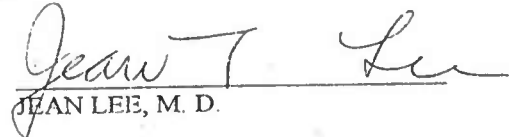
  
\_\_\_\_\_

  
JOHN N. IM, M. D.

  
\_\_\_\_\_

  
JIN H. RHEE, M. D.

  
\_\_\_\_\_

  
JEAN LEE, M. D.

RETURN TO: KARAS & BRADFORD  
REAL ESTATE ATTORNEYS  
3101 W. BEL AIR AVENUE  
BETHESDA, MARYLAND 20814  
(410) 272-2800  
FILE NO. 96R-244  
Alliance

LIBER 06 PAGE 420

IMP. FD. SURE \$ 2.00  
RECORDING FEE 20.00  
TOTAL 22.00  
Regt # HA04 Rcpt # 16120  
CGH DS Bk # 378  
Aug 09, 1996 02:16 PM

MAILED TO

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is executed this 1<sup>st</sup> day of JULY, 1996  
by and between MARY LYNN SNYDER (TIA POLLY ENTERPRISES), a resident of Harford County, Maryland, and  
ANTHONY J. MEOLI, a resident of HARFORD COUNTY, MARYLAND.

ARTICLE I  
PARTNERSHIP NAME

The partnership shall operate under the name of: ALLIANCE STREET PARTNERSHIP

The principal place of business shall be at 100 ST. JOHN STREET  
Havre de Grace, Harford County, Maryland 21078, with such other places of business as may be agreed upon by the partners from time to time.

ARTICLE II  
Nature of Business

The partnership shall engage in the business of real estate development and management, and in such other businesses as the partners shall determine.

ARTICLE III  
Term of the Partnership

The partnership shall be deemed to have commenced on the 1<sup>st</sup> day of JULY, 1996, and shall continue until terminated as hereinafter provided.

ARTICLE IV  
ACCOUNTING METHOD

The partnership shall keep its accounting records and shall report its income for income tax purposes on the accrual method of accounting. The accounting for partnership purposes shall be in accordance with generally accepted accounting principals.

ARTICLE V  
Capital Accounts

An individual capital account shall be maintained for each partner. The capital interest of each partner shall consist of his original contribution of capital, increased by (1) additional capital contributions, and (2) his share of partnership profits; and decreased by (a) drawings and distributions in reduction of partnership capital, and (b) his share of partnership losses.

The capital accounts of the partners shall be maintained at all times in the proportions of their interests in profits or losses of the partnership.

HAROLD J. TULLEY  
ATTORNEY AT LAW  
25 COURTLAND WEST  
BEL AIR, MARYLAND  
21014

(301) 836-2772  
879-2772

Withdrawals during the year shall be limited to such amounts as the partners agree, by unanimous vote.

A credit balance in a partner's capital account shall indicate the capital interest of the partner in the partnership. A debit balance in a partner's capital account, whether occasioned by drawings in excess of his share of partnership profits or by charging him for his share of partnership losses, shall constitute an obligation of that partner to the partnership.

#### ARTICLE VI

##### Profit or Losses

The net profits or net losses of the partnership shall be credited or charged to the partners in the following ratios:

|                       |                  |                |
|-----------------------|------------------|----------------|
| T/A POLLY ENTERPRISES | MARY LYNN SNYDER | 66.67          |
|                       | ANTHONY J. MEOLI | 33.33          |
|                       | TOTAL:           | <u>100.00%</u> |

or in such other manner as the partners shall agree to in writing.

#### ARTICLE VII

##### Administrative Provisions

Each partner shall have an equal voice in the management of partnership business.

One or more partnership bank accounts may be signed by any one of the partners.

No partner, without the consent of the other, shall:

1. Borrow or lend money on behalf of the partnership.
2. Execute any mortgage, bond, or lease.
3. Assign, transfer, or pledge any debts due the partnership or release any debts due, except on payment in full.
4. Compromise any claim due to the partnership or submit to arbitration any dispute or controversy involving the partnership.
5. Sell, assign, pledge, or mortgage his interest in the partnership.

It is essential to the performance of the duties of the partners that each has available an automobile for use in the partnership business. The partners have agreed, as a matter of policy, that the partnership will not provide automobiles to partners, nor will it reimburse partners for any part of their expenses in owning and operating automobiles. Each partner agrees that, at his sole expense, he will provide an automobile for his use in partnership business matters.

#### ARTICLE VIII

##### Retirement, Death or Disability of a Partner

A partner may retire from the partnership after giving two (2) months' written notice of his intention to retire. Unless otherwise agreed to between



the Partners, the retirement date shall be the sixtieth (60th) day following delivery of the written notice to retire.

The remaining partner shall have the right to continue the partnership business under its present name following the retirement, permanent disability or death of a partner, provided he elects to liquidate the interest of the retiring, deceased or permanently disabled partner and to cause the partnership to make the payments specified in Articles XII and XIII. The election to liquidate the interest of the retiring, deceased or permanently disabled partner shall be exercised by written notice delivered within sixty (60) days after the delivery of notice of retirement or within two (2) months after the appointment of the personal representative of a deceased partner, or within two (2) months after the establishment of "permanent disability" as defined herein. The notice may be delivered in person or may be mailed by registered or certified mail to the last-known address of the retiring or disabled partner or to the personal representative of the deceased partner.

If the remaining partner does not elect to liquidate the interest of the retiring, deceased or disabled partner, the partnership shall be terminated and its affairs put in order, and all its properties distributed in liquidation, as provided in Article XIV and XV.

DISABILITY. A partner will be considered disabled only when he has suffered such physical or mental incapacitation that he is not able to perform any significant portion of his theretofore normal normal, gainful activities. If so indicated on Attachment "A", a partner will be considered disabled when he has qualified for disability under the terms of some other stated definition of disability as reflected in the insurance policy particularly identified on said Attachment "A".

#### ARTICLE IX

##### Sale of Partnership

A. Neither partner shall sell, transfer, or otherwise dispose of all or any part of his partnership interest without first giving written notice to the other partner. Each partner obligates himself to give the other the right of first refusal in the event that he wishes to sell all or any part of his partnership interest.

B. Within sixty (60) days after the receipt of the written notice referred to in Paragraph A above, the partnership (or other partner), may at its (his) option, exercisable in writing, liquidate and retire the interest of the partner desiring to sell his interest. The valuation of interest and the terms of payment shall be the same as though the partner had voluntarily retired from the partnership.



C. If after sixty (60) days following the receipt of notice as referred to in Paragraph B above, neither the partnership nor the remaining partner accepts the moving partner's offer, then liquidation of the partnership and its assets shall commence in accordance with the provisions of Article XIV and XV.

#### ARTICLE X

##### Expulsion of a Partner

If irreconcilable differences arise between the two partners, either may demand in writing that the other withdraw from the partnership. The delivery to one of the other's written demands shall be treated for all purposes (including the sixty (60) days waiting period provided in Article VIII) as though the one making the demand had also given written notice of his intention to retire from the partnership on that date.

#### ARTICLE XI

##### Valuation of the Interest of a Retiring, Deceased or Expelled Partner

A. The value of a retiring, deceased or expelled partner's interest in partnership property shall be the amount of his capital account plus such additional amounts as agreed to by the partners in accordance with Subparagraph B herein. In the event that a capital account has a debit balance, that partner shall be indebted to the partnership for that amount, unless included in his drawing account. A partner's capital account shall be valued at book value, determined in accordance with generally accepted accounting principles. No value shall be attributed to good will, going concern, or similar intangibles.

B. The partners shall annually agree to an amount to be added to the capital account in the event that a partner's interest must be valued for partnership assets. That valuation shall be reflected in Attachment "A" which shall be signed and dated by each partner. Until a subsequent Attachment "A" is signed, dated, and affixed to this Agreement, the last properly executed Attachment "A" shall be used.

If Attachment "A" has not been updated within the past 15 months of an effective date for retirement, disability, death, or any other sale or dissolution purpose, then if the parties are unable to reach agreement, either one may demand that the Attachment "A" value be determined by arbitration in accordance with the Rules of the American Arbitration Society then in effect.

The partners understand and agree that they will not be able to value the property on Attachment "A" until construction has been completed, etc. Meanwhile, until Attachment "A" has been completed and signed by both partners, or until insurance policies and/or some other agreements have been entered into between them, then, in the event of any disability, death or retirement, the property valuation will be determined by appraisal. In the event of the death of a

partner, his estate shall have the partnership property appraised. The surviving partner shall have the right to select an appraiser of his own if he is not pleased with the appraisal of the Estate's appraiser; and, if those two appraisers cannot agree, then they shall pick a third and the decision of the third will be final. The third appraiser's decision shall be rendered within ten (10) days of his being appointed.

#### ARTICLE XII

##### Terms of Payment to a Retiring, Deceased or Expelled Partner

When a partner retires or becomes disabled, payment for the value of his interest in the partnership, as determined under Article XI, shall be made by the paying entity as follows:

1. One-half (1/2) within three (3) months after date of retirement or date of disability is established; and

2. Balance within six (6) months after date of retirement or date disability is established, unless other terms are agreed to.

When a partner dies, the value of his interest in the partnership shall be as determined under Article XI. Payment for the value of said deceased partner's interest shall be made by the paying person or entity as follows:

A. Assuming that either the partnership or the partners have purchased insurance policies upon their lives, then the beneficiary of the Insurance Policy referred to in this Agreement on the deceased partner shall collect those proceeds immediately and pay the same, including double and triple indemnity, if any, to the heir(s) or beneficiary(ies) otherwise entitled to the deceased partner's interest in the Partnership regardless of whether or not the proceeds exceed the value of the deceased partner's interest.

B. In the event that there is insurance, but that the insurance proceeds do not amount to at least the value of the deceased partner's interest, then the remaining balance will be paid as follows:

(1) One-half (1/2) within three (3) months of the date of death;

(2) One-half (1/2) within one (1) year of the date of death.

C. In the event there is no insurance, then the value of the deceased partner's interest in the partnership shall be paid as follows:

(1) One-quarter (1/4) within three (3) months after the date of death;

(2) A second one-quarter (1/4) within six (6) months after the date of death;

(3) The remaining one-half (1/2) within one (1) year after the date of death.

If the value of the interest of a retiring, deceased or expelled partner has not been determined at the time specified for the making of any of the payments called for in this section, payment shall be made by the partnership

in an estimated amount.

#### ARTICLE XIII

##### Income Payments to a Retiring or Deceased Person

Articles VIII and XII deal with payment by the partnership (or surviving partner) for a partner's interest in the partnership property. In addition to the payments provided in those Articles, the partners desire to pay to a retiring or disabled partner or to the successor in interest of a deceased partner, if the partnership business can afford it, an additional amount out of the income of the partnership. It is the intention of the parties that payments by the partnership made under this Article shall be income payments under Section 736(a) of the Internal Revenue Code which are ordinary income to a retiring partner or to the successor of the deceased partner and are deductible for income tax purposes by the continuing partnership.

Therefore, the partners shall annually consider whether or not any such payment can be made and, if so, the amount thereof. If a positive determination is made, then the partners shall also reflect on Attachment "B" exactly when and how many such payment(s) shall be made. They shall also state the exact dollar amount thereof. Until a subsequent Attachment "B" is signed, and dated by each partner and affixed to this Agreement, the last properly executed Attachment "B" shall be used to determine whether or not such payments shall be made and the amount thereof unless the partners provide an expiration date for the effectiveness of the said Attachment "B".

#### ARTICLE XIV

##### Voluntary Dissolution

On any voluntary dissolution, the partnership shall immediately commence to terminate its business and put its affairs in order. The partners shall continue to share profits and losses during liquidation in the same proportion as before dissolution. The proceeds from liquidation of partnership assets shall be applied as follows:

1. Debts of the partnership, other than to partners.
2. Amounts owed to partners for unpaid salaries, if any.
3. The balance in their respective capital accounts. However, if either partner's capital account is larger than the other's, the partner with the larger account shall be paid the amount necessary to equalize the accounts.

Any gain or loss on disposition of the partnership properties in the process of liquidation shall be credited or charged to the partners in the proportion of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The differences between the value of property distributed in kind and its book value shall be treated as a gain or

loss on sale of property and shall be credited or charged to the partners in the proportions of their interests in profits or losses as specified in Article VI.

Should any partner have a debit balance in his capital account, whether by reason of losses in liquidating partnership assets or otherwise, the debit balance shall represent an obligation from him to the partnership to be paid in cash within thirty (30) days after written demand by the other partner.

#### ARTICLE XV

##### Waiver of Right to Court Decree of Dissolution

The partners agree that irreparable damage would be done to the goodwill and reputation of the firm if any partner should bring an action in court to dissolve this partnership. Care has been taken in this partnership agreement to provide what the partners feel are fair and just payments to be made to a partner whose relation with the firm is terminated for any reason. Accordingly, each of the parties accepts the provisions under this Partnership Agreement as his sole entitlement upon termination of his partnership relation. Each party hereby waives and renounces his right to seek a court decree of dissolution or to seek the appointment, by a court, of a liquidator for the partnership.

#### ARTICLE XVI

##### Arbitration

If any controversy or claim arising out of this Partnership Agreement cannot be settled by the partners, the controversy or claim shall be settled by arbitration in accordance with the Rules of the American Arbitration Association then in effect, and judgement on the award may be entered in any court having jurisdiction.

IN WITNESS WHEREOF, the partners have signed this Partnership Agreement.

WITNESS:

Quita L. Martin

n/a

Quita L. Martin

Mary Lynn Snyder 2/1/96 (SEAL)

MARY LYNN SNYDER  
TIA POLLY ENTERPRISES

\_\_\_\_\_ (SEAL)

Anthony J. Meoli 7/1/96 (SEAL)

ANTHONY J. MEOLI

ATTACHMENT "A"

Partners agreed valuation of the amount to be added to the capital account in accordance with Article XI, Paragraph B.

VALUE:

Land: \$  
Improvements:  
Fixtures & Equipment: \_\_\_\_\_

These values have been agreed upon between the partners on 1<sup>st</sup> day  
July, 1996

Mary Lynn Snyder 7/1/96 Anthony West 7/1/96  
MARY LYNN SNYDER PARTNER

\* \* \* \* \*

DISABILITY

That partners have agreed that effective \_\_\_\_\_, 19\_\_\_\_,  
disability as referred to in the Partnership Agreement, shall be determined in  
accordance with the criteria established under Insurance Policy No. \_\_\_\_\_  
placed with \_\_\_\_\_ Insurance Company on \_\_\_\_\_  
\_\_\_\_\_, 19\_\_\_\_.

Agreed to this day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_, PARTNER

HAROLD J. TULLEY  
ATTORNEY AT LAW  
25 COURTLAND WEST  
BEL AIR, MARYLAND  
21014  
13011 836-2772  
879-2772

## ATTACHMENT "B"

Section 736(a) Income Payments

In accordance with Article XIII, the Partners have agreed that the Partnership is capable of making Section 736(a) payments to a retiring or disabled Partner or to the successor in interest of a deceased Partner and they obligate the Partnership to make those payments as follows:

A. Payments in the amount of \_\_\_\_\_ shall be made by the Partnership (monthly) (quarterly) (semi-annually) commencing, at the election of the Partnership, no more than four (4) months following the effective date of retirement or disability or the date of death.

B. The maximum amount to be paid as Section 736(a) payments shall be \_\_\_\_\_.

C. The decision to make these payments shall remain in effect until \_\_\_\_\_ . Consequently, if prior to \_\_\_\_\_ , either Partner dies, retires, or becomes disabled, the Partnership shall be obligated to make all of said payments.

Agreed this      day of      , 19      .

\_\_\_\_\_, PARTNER

HAROLD J. TULLEY  
ATTORNEY AT LAW  
25 COURTLAND WEST  
BEL AIR, MARYLAND  
21014

(301) 830-2772  
879-2772